

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIVE GUYS FRANCHISOR, LLC		06/27/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4868982		
Registration Number:	4677177		
Registration Number:	4677187		
Registration Number:	4252320	FIVE GUYS	
Registration Number:	4831873	FIVE GUYS	
Registration Number:	2576160	FIVE GUYS	
Registration Number:	3569218	FIVE GUYS BURGERS AND FRIES	
Registration Number:	4326530	FIVE GUYS BURGERS AND FRIES	
Registration Number:	3571563	FIVE GUYS BURGERS AND FRIES	
Registration Number:	4857835	100% FRESH BEEF NO FILLERS NO PRESERVATI	
Registration Number:	4503937	LITTLE HAMBURGER	
Registration Number:	4698023	100% FRESH BEEF NO FILLERS NO PRESERVATI	
Registration Number:	4891097	100% FRESH BEEF NO FILLERS NO PRESERVATI	
Serial Number:	85512472	FIVE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$365.00 4868982

Phone: 4045725100
Email: mrussell@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Mark Russell

SIGNATURE: /Mark Russell/

DATE SIGNED: 07/03/2017

Total Attachments: 7

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (US)

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of June 27, 2017, by FIVE GUYS FRANCHISOR, LLC, a Delaware limited liability company located at 10718 Richmond Highway, Lorton, Virginia 22079 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, NY 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the trademarks and service marks included in the Collateral (as such term is defined in the Guarantee and Collateral Agreement (as defined below), including those set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto and the goodwill connected with the use of or symbolized by all of the foregoing (collectively, the “Trademarks”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 27, 2017, by and among (i) Grantor, (ii) Five Guys Bakery, LLC, a Delaware limited liability company, (iii) Five Guys Properties, LLC, a Delaware limited liability company and (iv) Five Guys SPV Guarantor, LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 5.2 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in, to and under the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. § 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. § 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of June 27, 2017, by and among Five Guys Funding, LLC, a Delaware limited liability company, as Master Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation, and as applicable, perfection, purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

GRANTOR

FIVE GUYS FRANCHISOR, LLC

By: 
Name: Peter Hanson
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**Schedule 1
Trademarks**

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
Check Design 1	UNITED STATES	85/739829	27-Sep-2012	4,868,982	15-Dec-2015	REGISTERED
Check Design 2	UNITED STATES	85/739864	27-Sep-2012	4,677,177	27-Jan-2015	REGISTERED
Check Design 3	UNITED STATES	85/753771	15-Oct-2012	4,677,187	27-Jan-2015	REGISTERED
FIVE GUYS	UNITED STATES	85/255019	1-Mar-2011	4,252,320	4-Dec-2012	REGISTERED
FIVE GUYS	UNITED STATES	85/562374	12-Mar-2015	4,831,873	13-Oct-2015	REGISTERED
FIVE GUYS	UNITED STATES	76/316757	24-Sep-2001	2,576,160	4-Jun-2002	REGISTERED
FIVE GUYS BURGERS AND FRIES	UNITED STATES	77/389864	6-Feb-2008	3,569,218	3-Feb-2009	REGISTERED
FIVE GUYS BURGERS AND FRIES	UNITED STATES	85/255023	1-Mar-2011	4,326,530	30-Apr-2013	REGISTERED
FIVE GUYS BURGERS AND FRIES (Design)	UNITED STATES	77/389875	6-Feb-2008	3,571,563	10-Feb-2009	REGISTERED
100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER BACON BURGER BACON CHEESEBURGER BURGERS LITTLE HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG	UNITED STATES	86/426831	17-Oct-2014	4,857,835	24-Nov-2015	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
SANDWICHES VEGGIE SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPINGS FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS BAR-B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPINGS IN BLACK)						
LITTLE HAMBURGER	UNITED STATES	85/684799	23-Jul-2012	4,503,937	1-Apr-2014	REGISTERED
100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER BACON BURGER BACON CHEESEBURGER BURGERS LITTLE HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG SANDWICHES VEGGIE	UNITED STATES	85/981389	12-Jul-2012	4,698,023	10-Mar-2015	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPINGS FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS A-1 SAUCE BAR- B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPINGS IN BLACK)						
100% FRESH BEEF NO FILLERS NO PRESERVATIVES OUR MENU IS TRANS FAT FREE WE COOK ALL OUR MEAT JUICY AND WELL-DONE BURGERS HAMBURGER CHEESEBURGER BACON BURGER BACON CHEESEBURGER BURGERS LITTLE HAMBURGER LITTLE CHEESEBURGER LITTLE BACON BURGER LITTLE BACON CHEESEBURGER DOGS KOSHER STYLE HOT DOG CHEESE DOG BACON DOG BACON CHEESE DOG SANDWICHES VEGGIE SANDWICH CHEESE VEGGIE SANDWICH GRILLED CHEESE REGULAR LARGE FREE	UNITED STATES	85/675611	12-Jul-2012	4,891,097	26-Jan-2016	REGISTERED

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status
REFILLS BOTTLED WATER FRIES FIVE GUYS STYLE & CAJUN STYLE LG FRIES REG FRIES FRESH CUT POTATOES COOKED IN 100% PEANUT OIL NO CHOLESTEROL OR PRESERVATIVES ALL TOPPINGS FREE MAYO LETTUCE PICKLES TOMATOES GRILLED ONIONS GRILLED MUSHROOMS KETCHUP MUSTARD RELISH ONIONS JALAPENO PEPPERS GREEN PEPPERS A-1 SAUCE BAR- B-Q SAUCE HOT SAUCE (EVERYTHING OR ALL THE WAY RECEIVES ONLY THE TOPPINGS IN BLACK)						
FIVE	UNITED STATES	85512472	10-Jan-2012			PENDING