

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455685

|   |   |                                |                                   |
|---|---|--------------------------------|-----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                                |                                   |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                                |                                   |
| <b>CONVEYING PARTY DATA</b>   |   |                                |                                   |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>          | <b>Entity Type</b>                |
| AMERICA'S DRIVE-IN BRAND PROPERTIES LLC   |   | 12/20/2017                     | Limited Liability Company: KANSAS |
| <b>RECEIVING PARTY DATA</b>   |   |                                |                                   |
| <b>Name:</b>  | CITIBANK, N.A.                              |                                |                                   |
| <b>Street Address:</b>  | 388 Greenwich Street                        |                                |                                   |
| <b>City:</b>  | New York                                    |                                |                                   |
| <b>State/Country:</b>   | NEW YORK                                    |                                |                                   |
| <b>Postal Code:</b>   | 10013                                       |                                |                                   |
| <b>Entity Type:</b>   | NATIONAL BANKING ASSOCIATION: UNITED STATES |                                |                                   |
| <b>PROPERTY NUMBERS Total: 9</b>  |   |                                |                                   |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>               |                                   |
| <b>Registration Number:</b>   | 5004870                                     | AMERICA'S HOT DOG HEADQUARTERS |                                   |
| <b>Registration Number:</b>   | 5162305                                     | DAILY DRINK DESTINATION        |                                   |
| <b>Registration Number:</b>   | 5162307                                     | DAILY DRINK DESTINATION        |                                   |
| <b>Registration Number:</b>   | 5106029                                     | ISLAND FIRE                    |                                   |
| <b>Registration Number:</b>   | 4938677                                     | WING NIGHT IN AMERICA          |                                   |
| <b>Registration Number:</b>   | 5215246                                     | LIL' GRILLERS                  |                                   |
| <b>Registration Number:</b>   | 5215233                                     | S                              |                                   |
| <b>Registration Number:</b>   | 5210812                                     | SONIC BOOM BOX                 |                                   |
| <b>Registration Number:</b>   | 5059684                                     | HOT DOG HEADQUARTERS           |                                   |
| <b>CORRESPONDENCE DATA</b>  |   |                                |                                   |
| <b>Fax Number:</b>  | 2127352000                                  |                                |                                   |
| <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> |   |                                |                                   |
| <b>Phone:</b>   | 212-735-2811                                |                                |                                   |
| <b>Email:</b>   | mribando@skadden.com                        |                                |                                   |
| <b>Correspondent Name:</b>  | Skadden, Arps, Slate, Meagher & Flom LLP    |                                |                                   |
| <b>Address Line 1:</b>  | Four Times Square                           |                                |                                   |
| <b>Address Line 2:</b>  | Monique L. Ribando                          |                                |                                   |
| <b>Address Line 4:</b>  | New York, NEW YORK 10036                    |                                |                                   |

CH \$240.00 5004870

|   |                 |
|---|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b>  | 126810/6        |
| <b>NAME OF SUBMITTER:</b>   | Megan Manfred   |
| <b>SIGNATURE:</b>   | /Megan Manfred/ |
| <b>DATE SIGNED:</b>   | 12/22/2017      |
| <b>Total Attachments: 5</b><br>source=Trademark Security Interest#page1.tif<br>source=Trademark Security Interest#page2.tif<br>source=Trademark Security Interest#page3.tif<br>source=Trademark Security Interest#page4.tif<br>source=Trademark Security Interest#page5.tif |                 |

### Supplemental Grant of Security Interest in Trademarks

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (the "**Grant**"), dated as of December 20, 2017, made by AMERICA'S DRIVE-IN BRAND PROPERTIES LLC, a Kansas limited liability company located at 300 Johnny Bench Drive, Oklahoma City, Oklahoma ("**Grantor**"), in favor of CITIBANK, N.A., a national banking association, as trustee located at 388 Greenwich Street, New York, New York ("**Secured Party**") (collectively referred to as the "**Parties**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth (or incorporated) in the Agreement (as defined below).

WHEREAS, pursuant to the Base Indenture, dated as of May 20, 2011, by and among Grantor, Secured Party, Sonic Capital LLC, a Delaware limited liability company, Sonic Industries LLC, a Delaware limited liability company, America's Drive-In Restaurants LLC, a Delaware limited liability company, SRI Real Estate Holding LLC, a Delaware limited liability company, and SRI Real Estate Properties LLC, a Delaware limited liability company (the "**Agreement**"), Grantor granted to the Secured Party a security interest in the Franchise IP, including Trademarks;

WHEREAS, since the date of the Agreement, the Grantor has acquired the additional Trademarks that are registered or applied-for in the United States and set forth on Schedule 1 attached hereto, including the goodwill of any business associated or connected therewith or symbolized thereby (collectively, the "**After-Acquired Trademark Collateral**"); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to the Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "**PTO**") to confirm and evidence the security interest in the After-Acquired Trademark Collateral granted pursuant to the 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 Agreement, which are incorporated by reference as if fully set forth herein, the Grantor agrees as follows:

1. To secure the obligations Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, for the benefit of the secured parties, and grants to the Secured Party, for the benefit of the secured parties, a security interest in Grantor's right, title and interest in the After-Acquired Trademark Collateral, in each case, to the extent now owned or at any time hereafter acquired by such Grantor; provided that the pledge, assignment, conveyance, and grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademarks and foreign applications that are based on an intent-to-use, unless and until such time as the grant and/or enforcement of the pledge, assignment, conveyance, delivery, transfer and setting over and security interest will not affect the status or validity of such Trademark.

2. The Parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the After-Acquired Trademark Collateral. Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.

3. Grantor hereby acknowledges and agrees that the security interest in the After-Acquired Trademark Collateral may only be terminated in accordance with the terms of the Agreement and will terminate co-extensively therewith.

4. **THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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

AMERICA'S DRIVE-IN BRAND  
PROPERTIES LLC

By: 

Name: Claudia S. San Pedro

Title: Executive Vice President and  
Chief Financial Officer

STATE OF OKLAHOMA )

: ss:

COUNTY OF OKLAHOMA )

On the 20<sup>th</sup> day of December, 2017, before me the undersigned, personally appeared Claudia S. San Pedro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
Notary Public

Schedule 1

| <u>TRADEMARK</u>                 | <u>REG. NO.</u><br><u>REG. DATE</u> | <u>APP. NO.</u><br><u>APP. DATE</u> | <u>OWNER</u>                            |
|----------------------------------|-------------------------------------|-------------------------------------|---|
| AMERICA'S HOT DOG HEADQUARTERS   | 5004870<br>7-19-2016                | 86696987<br>7-17-2015               | America's Drive-In Brand Properties LLC |
| DAILY DRINK DESTINATION          | 5162305<br>3-14-2017                | 86842256<br>12-8-2015               | America's Drive-In Brand Properties LLC |
| DAILY DRINK DESTINATION & Design | 5162307<br>3-14-2017                | 86842819<br>12-8-2015               | America's Drive-In Brand Properties LLC |
| ISLAND FIRE                      | 5106029<br>12-20-2016               | 86719912<br>8-10-2015               | America's Drive-In Brand Properties LLC |
| WING NIGHT IN AMERICA            | 4938677<br>4-12-2016                | 86607699<br>4-23-2015               | America's Drive-In Brand Properties LLC |
| LIL' GRILLERS                    | 5215246<br>5-30-2017                | 87047216<br>5-23-2016               | America's Drive-In Brand Properties LLC |
| S & DESIGN                       | 5215233<br>5-30-2017                | 87034659<br>5-12-2016               | America's Drive-In Brand Properties LLC |
| SONIC BOOM BOX                   | 5210812<br>5-23-2017                | 87041702<br>5-18-2016               | America's Drive-In Brand Properties LLC |
| HOT DOG HEADQUARTERS             | 5059684<br>10-11-2016               | 87043764<br>5-19-2016               | America's Drive-In Brand Properties LLC |