

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465665

<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>
Raising Cane's USA, L.L.C.		03/14/2018	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1700 Lincoln Street		
<b>Internal Address:</b>	3rd Floor - MAC C7300-033		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87562026	NATIONAL CHICKEN FINGER DAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	037216-0030		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	03/14/2018		
<b>Total Attachments: 4</b>			
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GRANT OF SECURITY INTEREST  
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Raising Cane's USA, L.L.C (the "Grantor"), with principal offices at 6800 Bishop Road, Plano, Texas 75024, on this 14 day of March, 2018, hereby assigns and grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Grantee") with principal offices at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, a security interest in all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, and the goodwill of the businesses with which the Marks are associated; in each case together with all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks, and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of September 15, 2015 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

THE SECURITY INTEREST IN THE MARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS AN ABSOLUTE ASSIGNMENT, BUT AS AN ASSIGNMENT TO SECURE GRANTOR'S OBLIGATIONS TO GRANTEE UNDER THE GUARANTY AND SECURITY AGREEMENT.

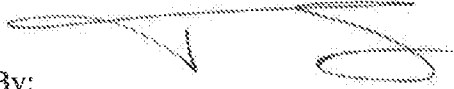
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Marks.

The terms of Sections 10.04, 10.05, 10.16 and 10.17 of the Credit Agreement with respect to expenses, indemnity, governing law, submission to jurisdiction, venue and waiver of right to trial by jury are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

RAISING CANE'S USA, L.L.C., as Grantor



By: \_\_\_\_\_

Name: Todd B. Graves

Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006292 FRAME: 0198**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION  
as Grantee

By: Maureen D. Malphus  
Name: Maureen Malphus  
Title: Vice President

Schedule A

<b>Mark</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>
NATIONAL CHICKEN FINGER DAY	87562026 8/9/2017	---