

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QDOBA RESTAURANT CORPORATION		03/21/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005-2836		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2452146	QDOBA MEXICAN GRILL	
Registration Number:	2462773	QDOBA	
Registration Number:	2574316	QDOBA MEXICAN GRILL	
Registration Number:	2831477	NAKED BURRITO	
Registration Number:	2876701		
Registration Number:	3984638	BURRITO BOREDOM	
Registration Number:	4227729	QDOBA MEXICAN GRILL	
Registration Number:	4344272	QUESOFY	
Registration Number:	4819478	QDOBA MEXICAN EATS	
Registration Number:	4830983	KNOCKOUT TACOS	
Registration Number:	4833275	QDOBA MEXICAN EATS	
Registration Number:	4964072	QDOBA	
Registration Number:	4994684	CHOOSE FLAVOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

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Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F176130

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 03/22/2018

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 21, 2018 (this "Agreement"), made by QDOBA RESTAURANT CORPORATION, a Colorado corporation (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of March 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Quidditch Acquisition, Inc. (the "***Borrower***"), each subsidiary of the Borrower identified therein and Deutsche Bank AG New York Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

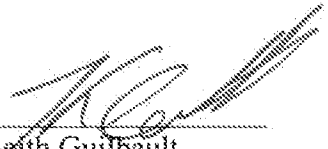
SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.


[Signature Pages Follow]

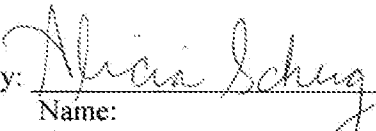
IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

QDOBA RESTAURANT CORPORATION,
as Pledgor

By: 
Name: Keith Guilbault
Title: President and Treasurer

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent,

By: 
Name: ~~Maria Guinchard~~
Title: Vice President


By: 
Name: ~~Alicia Schug~~
Title: Alicia Schug
Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Qdoba Restaurant Corporation

U.S. Trademark Registrations

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Owner
QDOBA MEXICAN GRILL	Serial No. 75/841,760 Filing Date 11/5/1999	Reg. No. 2,452,146 Reg. Date 5/15/2001	Qdoba Restaurant Corporation
QDOBA	Serial No. 75/841,758 Filing Date 11/5/1999	Reg. No. 2,462,773 Reg. Date 6/19/2001	Qdoba Restaurant Corporation
	Serial No. 75/922,440 Filing Date 2/18/2000	Reg. No. 2,574,316 Reg. Date 5/28/2002	Qdoba Restaurant Corporation
NAKED BURRITO	Serial No. 76/471,448 Filing Date 11/20/2002	Reg. No. 2,831,477 Reg. Date 4/13/2004	Qdoba Restaurant Corporation
	Serial No. 76/537,807 Filing Date 8/15/2003	Reg. No. 2,876,701 Reg. Date 8/24/2004	Qdoba Restaurant Corporation
BURRITO BOREDOM	Serial No. 85/146,825 Filing Date 10/6/2010	Reg. No. 3,984,638 Reg. Date 6/28/2011	Qdoba Restaurant Corporation
	Serial No. 85/496,188 Filing Date 12/15/2011	Reg. No. 4,227,729 Reg. Date 10/16/2012	Qdoba Restaurant Corporation
QUESOFY	Serial No. 85/770,754 Filing Date 11/2/2012	Reg. No. 4,344,272 Reg. Date 5/28/2013	Qdoba Restaurant Corporation
QDOBA MEXICAN EATS	Serial No. 86/372,604 Filing Date 8/20/2014	Reg. No. 4,819,478 Reg. Date 9/22/2015	Qdoba Restaurant Corporation
KNOCKOUT TACOS	Serial No. 86/548,616 Filing Date 2/27/2015	Reg. No. 4,830,983 Reg. Date 10/13/2015	Qdoba Restaurant Corporation
	Serial No. 86/372,563 Filing Date 8/20/2014	Reg. No. 4,833,275 Reg. Date 10/13/2015	Qdoba Restaurant Corporation

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Owner
	Serial No. 86/772,766 Filing Date 9/29/2015	Reg. No. 4,964,072 Reg. Date 5/24/2016	Qdoba Restaurant Corporation
CHOOSE FLAVOR	Serial No. 86/661,441 Filing Date 6/12/2015	Reg. No. 4,994,684 Reg. Date 7/5/2016	Qdoba Restaurant Corporation