

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM480304

<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>
HARDEE'S RESTAURANTS LLC		06/20/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	Attn: Agency & Trust-CKE Restaurants		
<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>	5084685	APORKALYPSE	
<b>Registration Number:</b>	4573737	BISNUTS	
<b>Registration Number:</b>	4770441	BURGER CHEF	
<b>Registration Number:</b>	4905542	BURGER CHEF	
<b>Registration Number:</b>	4889915	BURGER CHEF	
<b>Registration Number:</b>	4905537	BURGER CHEF	
<b>Registration Number:</b>	4657834	BURGER CHEF	
<b>Serial Number:</b>	87504865	HARDEE BREAKFAST PLATTER	
<b>Serial Number:</b>	87860707	HARDEE'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dlaker@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Danielle G. Laker		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		

CH \$240.00 5084685

<b>Address Line 4:</b> New York, NEW YORK 10019-6064	
<b>ATTORNEY DOCKET NUMBER:</b>	20408-003
<b>NAME OF SUBMITTER:</b>	Danielle Laker
<b>SIGNATURE:</b>	/Danielle Laker/
<b>DATE SIGNED:</b>	07/02/2018
<b>Total Attachments: 6</b> source=CKE 2018 Securitization - TM Security Agmt (Hardee's Restaurants) (Executed)#page1.tif source=CKE 2018 Securitization - TM Security Agmt (Hardee's Restaurants) (Executed)#page2.tif source=CKE 2018 Securitization - TM Security Agmt (Hardee's Restaurants) (Executed)#page3.tif source=CKE 2018 Securitization - TM Security Agmt (Hardee's Restaurants) (Executed)#page4.tif source=CKE 2018 Securitization - TM Security Agmt (Hardee's Restaurants) (Executed)#page5.tif source=CKE 2018 Securitization - TM Security Agmt (Hardee's Restaurants) (Executed)#page6.tif	

## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of June 20, 2018, by and between HARDEE'S RESTAURANTS LLC, a Delaware limited liability company located at 6700 Tower Circle, Suite 1000, Franklin, TN 37067 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, New York, NY 10013, Attn: Agency & Trust—CKE Restaurants ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of June 20, 2018, by and among Carl's Jr. Restaurants LLC, a Delaware limited liability company, Grantor, Carl's Jr. SPV Guarantor LLC, a Delaware limited liability company, Hardee's SPV Guarantor LLC, a Delaware limited liability company, each as a Guarantor, and 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 infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds derived from or related 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 8.25(c) of the Amended and Restated Base Indenture, dated as of June 20, 2018, by and among Carl's Jr. Funding LLC, a Delaware limited liability company, Hardee's Funding LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (the "Indenture"), and Section 3.5(a) 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 PTO to confirm, evidence and perfect the security interest in 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 PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or

amendment to allege use pursuant to 15 U.S.C. Section 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 Indenture.

1. The parties intend that this Notice is for recordation 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 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 the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO 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 (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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.

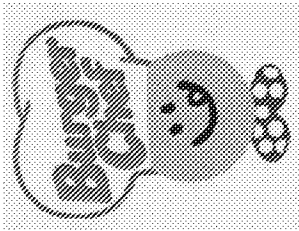
*[Remainder of this page intentionally left blank]*

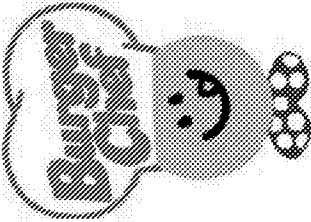

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

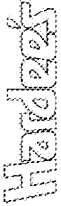
HARDEE'S RESTAURANTS LLC

By:   
Name: William Werner  
Title: Executive Vice President and  
General Counsel

**Schedule 1  
Trademarks**

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
APORKALYPSE APORKALYPSE	US Federal	86638802 22-MAY-2015	5084685 22-NOV-2016	HARDEE'S RESTAURANTS LLC	Registered
BISNUTS BISNUTS	US Federal	86081795 03-OCT-2013	4573737 22-JUL-2014	HARDEE'S RESTAURANTS LLC	Registered
BURGER CHEF 	US Federal	86975638 14-AUG-2013	4770441 07-JUL-2015	HARDEE'S RESTAURANTS LLC	Registered

BURGER CHEF 	US Federal	86037441 14-AUG-2013	4905542 23-FEB-2016	HARDEE'S RESTAURANTS LLC	Registered
BURGER CHEF BURGER CHEF	US Federal	86033777 09-AUG-2013	4889915 19-JAN-2016	HARDEE'S RESTAURANTS LLC	Registered
BURGER CHEF 	US Federal	86033779 09-AUG-2013	4905537 23-FEB-2016	HARDEE'S RESTAURANTS LLC	Registered
BURGER CHEF	US Federal	86975179 09-AUG-2013	4657834 16-DEC-2014	HARDEE'S RESTAURANTS LLC	Registered
HARDEE BREAKFAST PLATTER  HARDEE BREAKFAST PLATTER	US Federal	87504865 26-JUN-2017	Not Available	HARDEE'S RESTAURANTS LLC	Pending

HARDEE'S 	US Federal	87860707 03-APR-2018	Not Available	HARDEE'S RESTAURANTS LLC	Pending
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