

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLEBEE'S RESTAURANTS LLC		08/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Trustee		
Street Address:	388 Greenwich Street, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5439386	ANYWHERE ANYTIME	
Registration Number:	4995848	APPLEBEE'S	
Registration Number:	5433943	APPLEBEE'S CARSIDE TO GO	
Registration Number:	4984295	APPLEBEE'S CARSIDE TO GO	
Registration Number:	4904143	APPLEBEE'S SERVES DOING GOOD IN OUR NEIG	
Registration Number:	5402455		
Registration Number:	5001033		
Registration Number:	4990209		
Registration Number:	4915556	PUB DIET	
Registration Number:	5453704	SEE YOU TOMORROW	
Registration Number:	5429006	SHORTY SHAKES	
Registration Number:	4799799	TRIPLE HOG DARE YA	
Serial Number:	87923608	DOLLAR L.I.T.	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
TRADEMARK			

CH \$340.00 5439386

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 51134-10180

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 08/15/2018

Total Attachments: 4

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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 August 13, 2018, by and between APPLEBEE'S RESTAURANTS LLC, a Delaware limited liability company located at 450 North Brand Blvd., 7th Floor, Glendale, CA 91203-4415 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, 14th Floor, New York, NY 10013 ("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 Guarantee and Collateral Agreement, dated as of September 30, 2014, by and among IHOP Restaurants LLC, a Delaware limited liability company, Applebee's Restaurants LLC, a Delaware limited liability company, Applebee's Franchisor LLC, a Delaware limited liability company, IHOP Franchisor LLC, a Delaware limited liability company, IHOP Property LLC, a Delaware limited liability company, IHOP Leasing LLC, a Delaware limited liability company, IHOP SPV Guarantor LLC, a Delaware limited liability company, Applebee's SPV Guarantor LLC, a Delaware limited liability company, each as a Guarantor, and the Trustee (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 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 4.6(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 USC Section 1051(b) prior to the filing of a statement of use or

amendment to allege use pursuant to 15 USC 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 September 30, 2014, by and among IHOP Funding LLC, a Delaware limited liability company, Applebee's Funding LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (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 IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS 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.

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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.

APPLEBEE'S RESTAURANTS LLC,
as Grantor

By: 
Name: Thomas H. Song
Title: Chief Financial Officer

**Schedule 1
Trademarks**

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status
ANYWHERE ANYTIME	43	87324710 04-FEB-2017	5439396 03-APR-2018	Registered
APPLEBEE'S 	35 43	86488921 23-DEC-2014	4995848 12-JUL-2016	Registered
APPLEBEE'S CARSIDE TO GO 	43	86950077 23-MAR-2016	5433943 27-MAR-2018	Registered
APPLEBEE'S CARSIDE TO GO 	43	86488893 23-DEC-2014	4984295 21-JUN-2016	Registered
APPLEBEE'S SERVES DOING GOOD IN OUR NEIGHBORHOODS	35	86811381 27-APR-2015	4904143 23-FEB-2016	Registered
<i>Design Only</i> 	43	87069447 13-JUN-2016	5402455 13-FEB-2018	Registered
<i>Design Only</i> 	35 43	86488913 23-DEC-2014	5001033 19-JUL-2016	Registered
<i>Design Only</i> 	43	86689194 10-JUL-2015	4990209 28-JUN-2016	Registered
DOLLAR L.I.T.	33 43	87923608 16-MAY-2018		Pending
PUB DIET	29 43	86550396 02-MAR-2015	4915556 08-MAR-2016	Registered
SEE YOU TOMORROW	41	87705356 01-DEC-2017	5453704 24-APR-2018	Registered
SHORTY SHAKES	29	86983658 22-JAN-2016	5429006 20-MAR-2018	Registered
TRIPLE HOG DARE YA	29	86545350 25-FEB-2015	4799799 25-AUG-2015	Registered

Notice of Grant of Security Interest in Trademarks

RECORDED: 08/15/2018

**TRADEMARK
REEL: 006413 FRAME: 0969**