

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486166

<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>
IHOP RESTAURANTS LLC		08/13/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., as Trustee		
<b>Street Address:</b>	388 Greenwich Street, 14th Floor		
<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: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5056035	COME TOGETHER AT IHOP	
<b>Registration Number:</b>	5056033	COME TOGETHER OVER BREAKFAST	
<b>Registration Number:</b>	5056034	COME TOGETHER OVER BREAKFAST AT IHOP	
<b>Registration Number:</b>	4965494	CRISS-CROISSANT	
<b>Registration Number:</b>	4965493	CRISS-CROISSANTS	
<b>Registration Number:</b>	5287511	EAT UP EVERY MOMENT	
<b>Registration Number:</b>	5274710	IHOP	
<b>Registration Number:</b>	5264018	IHOP	
<b>Registration Number:</b>	5056028	IHOP	
<b>Registration Number:</b>	5037208	IHOP 'N GO	
<b>Registration Number:</b>	5134436	IHOP EXPRESS	
<b>Registration Number:</b>	5027820	IHOP EXPRESS	
<b>Registration Number:</b>	5055286	IHOP NATIONAL PANCAKE DAY	
<b>Registration Number:</b>	5023290	IHOP PANCAKE REVOLUTION PANCAKES TO THE	
<b>Registration Number:</b>	5015529	INTERNATIONAL HOUSE ROAST	
<b>Registration Number:</b>	5055450	LOVE IN THE HOUSE	
<b>Serial Number:</b>	88000166	IHOB	
<b>Serial Number:</b>	87911465	PANCAKEWEAR	

CH \$465.00 5056035

**CORRESPONDENCE DATA****Fax Number:** 2149813400*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.***Phone:** 214-981-3483**Email:** dclark@sidley.com**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: 5**

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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 IHOP RESTAURANTS LLC, a Delaware limited liability company located at 450 North Brand Blvd., 7<sup>th</sup> 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.







*[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.

IHOP 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
COME TOGETHER AT IHOP	43	86774693 01-OCT-2015	5056035 04-OCT-2016	Registered
COME TOGETHER OVER BREAKFAST	43	86774686 01-OCT-2015	5056033 04-OCT-2016	Registered
COME TOGETHER OVER BREAKFAST AT IHOP	43	86774690 01-OCT-2015	5056034 04-OCT-2016	Registered
CRISS-CROISSANT	30 43	86438217 29-OCT-2014	4965494 24-MAY-2016	Registered
CRISS-CROISSANTS	30 43	86438211 29-OCT-2014	4965493 24-MAY-2016	Registered
EAT UP EVERY MOMENT	43	87087044 28-JUN-2016	5287511 12-SEP-2017	Registered
IHOB 	43	88000166 14-JUN-2018		Pending
IHOP	35	87223705 02-NOV-2016	5274710 29-AUG-2017	Registered
IHOP 	35	87223709 02-NOV-2016	5264018 15-AUG-2017	Registered
IHOP 	43	86771936 29-SEP-2015	5056028 04-OCT-2016	Registered
IHOP 'N GO 	43	86489534 23-DEC-2014	5037208 06-SEP-2016	Registered
IHOP EXPRESS 	43	86786684 13-OCT-2015	5134436 31-JAN-2017	Registered
IHOP EXPRESS 	43	86489526 23-DEC-2014	5027820 23-AUG-2016	Registered
IHOP NATIONAL PANCAKE DAY 	36	86489542 23-DEC-2014	5055286 04-OCT-2016	Registered

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status
IHOP PANCAKE REVOLUTION PANCAKES TO THE PEOPLE  	35 43	86489552 23-DEC-2014	5023290 16-AUG-2016	Registered
INTERNATIONAL HOUSE ROAST	30	86489501 23-DEC-2014	5015529 09-AUG-2016	Registered
LOVE IN THE HOUSE	35	86582259 31-MAR-2015	5055450 04-OCT-2015	Registered
PANCAKEWEAR	25	87911465 08-MAY-2016		Pending