

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wingstop Guarantor LLC		11/14/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wingstop Funding LLC
Street Address:	5501 LBJ Freeway
Internal Address:	5th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5569806	SPICY KOREAN Q
Registration Number:	5502968	WING-STOP
Registration Number:	4984668	VUELA POR ELLAS
Registration Number:	4869642	WING-STOP
Registration Number:	4884182	KEEP AUSTIN WINGED
Registration Number:	4842661	WING-STOP - THE WING EXPERTS
Registration Number:	4720379	WING-STOP THE WING EXPERTS
Registration Number:	4712431	GET AT IT
Registration Number:	4209249	WING · STOP · S · P · O · R · T · S
Registration Number:	3087485	THE WING EXPERTS
Registration Number:	3185734	THE BONELESS WING EXPERTS
Registration Number:	3054484	WINGSTOP
Registration Number:	2422672	WING-STOP THE WING EXPERTS
Registration Number:	2121699	WING-STOP

CORRESPONDENCE DATA

TRADEMARK

Fax Number:

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.

Email: mseiss@paulweiss.com, aspoto@paulweiss.com,
lfranco@paulweiss.com

Correspondent Name: Marisa Seiss

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	22134-002
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NAME OF SUBMITTER:	Marisa Seiss
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SIGNATURE:	/Marisa Seiss/
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DATE SIGNED:	11/14/2018
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Total Attachments: 5

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of November 14, 2018, by and between Wingstop Guarantor LLC, a Delaware limited liability company located at 5501 LBJ Freeway, 5th Floor, Dallas, TX 75240 (“Grantor”), and Wingstop Funding LLC, a Delaware limited liability company located at 5501 LBJ Freeway, 5th Floor, Dallas, TX 75240 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on 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 Second Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, 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 proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Sections 2.1(b) and 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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 Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *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 contribution, assignment and/or conveyance of the Trademarks hereunder, 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 Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent 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 provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

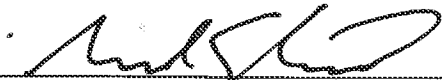
This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

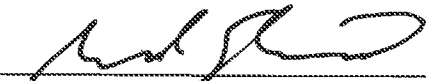
GRANTOR

WINGSTOP GUARANTOR LLC





By: 
Name: Michael Skipworth
Title: Treasurer


SECURED PARTY

WINGSTOP FUNDING LLC

By: 
Name: Michael Skipworth
Title: Treasurer

**Schedule 1
Trademarks**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country	Status
SPICY KOREAN Q SPICY KOREAN Q	87797016	14-FEB-2018	5569806	25-SEP-2018	United States	Registered
WING-STOP 	87695124	22-NOV-2017	5502968	26-JUN-2018	United States	Registered
VUELA POR ELLAS VUELA POR ELLAS	86573304	23-MAR-2015	4984668	21-JUN-2016	United States	Registered
WING-STOP WING-STOP	86521018	02-FEB-2015	4869642	15-DEC-2015	United States	Registered
KEEP AUSTIN WINGED KEEP AUSTIN WINGED	86461758	21-NOV-2014	4884182	12-JAN-2016	United States	Registered
WING-STOP THE WING EXPERTS 	86419153	09-OCT-2014	4842661	27-OCT-2015	United States	Registered
WING-STOP THE WING EXPERTS 	86419146	09-OCT-2014	4720379	14-APR-2015	United States	Registered
GET AT IT GET AT IT	86370676	19-AUG-2014	4712431	31-MAR-2015	United States	Registered
WING · STOP · S · P · O · R · T · S 	85519069	18-JAN-2012	4209249	18-SEP-2012	United States	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country	Status
THE WING EXPERTS THE WING EXPERTS	78620981	02-MAY-2005	3087485	02-MAY-2006	United States	Registered
THE BONELESS WING EXPERTS THE BONELESS WING EXPERTS	78621004	02-MAY-2005	3185734	19-DEC-2006	United States	Registered
WINGSTOP WINGSTOP	78555207	27-JAN-2005	3054484	31-JAN-2006	United States	Registered
WING-STOP THE WING EXPERTS 	75625602	25-JAN-1999	2422672	23-JAN-2001	United States	Registered
WING-STOP	75221405	06-JAN-1997	2121699	16-DEC-1997	United States	Registered