

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	8		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINGSTOP FRANCHISING LLC		11/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
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			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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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 SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of November 14, 2018, by WINGSTOP FRANCHISING LLC, a Delaware limited liability company, located at 5501 LBJ Freeway, 5th Floor, Dallas, Texas 75240 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, New York 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 November 14, 2018, by and among (i) Grantor and (ii) Wingstop Guarantor LLC, a Delaware limited liability company, each as a Guarantor, in favor of 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 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 3.7(b) 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 United States Patent and Trademark Office (“USPTO”) 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 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 Base Indenture, dated as of November 14, 2018, by and among Wingstop Funding LLC, a Delaware limited liability company, as Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, 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 USPTO 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 SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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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.

WINGSTOP FRANCHISING LLC, as
Grantor

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