

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHECKERS DRIVE-IN RESTAURANTS, INC.		07/29/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5210764	#FASTFOODIE
Registration Number:	5801864	BACONTASTIC
Registration Number:	5402933	BOSSWICH
Registration Number:	5774119	CRAZY GOOD LEARNING
Registration Number:	5628278	FAST FOODIE
Registration Number:	5628279	FAST FOODIES
Registration Number:	5210766	FAST FOODIES KNOW THE DEAL
Registration Number:	5656020	GRILLED2GO
Registration Number:	5470612	MANGO PALOOZA
Registration Number:	5752007	UNBELIEVE-A-MELT

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 2165863939

Email: pcyngier@jonesday.com

Correspondent Name: BRITTANY A. DEPEDER

Address Line 1: 901 LAKESIDE AVENUE

CH \$265.00 5210764

Address Line 2: JONES DAY
Address Line 4: CLEVELAND, OHIO 44114-1190

ATTORNEY DOCKET NUMBER: Checkers Drive-In

NAME OF SUBMITTER: BRITTANY A. DEPEDER

SIGNATURE: /BRITTANY A. DEPEDER/

DATE SIGNED: 07/30/2019

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 29, 2019 (this "Agreement"), made by CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation (the "Pledgor"), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of April, 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Checkers Holdings, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Burger BossCo Intermediate, Inc., a Delaware corporation ("Holdings"), and Jefferies Finance LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule

I.

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Conflicts*. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) Jefferies Finance LLC as collateral agent (and its permitted successors) pursuant to the Security Agreement (First Lien), dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Borrower, each subsidiary of the Borrower from time to time party thereto, Holdings and Jefferies Finance LLC, as collateral agent, or (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral (as defined in the First Lien/Second Lien Intercreditor Agreement) is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), by and among Jefferies Finance LLC, in its capacity as the Initial First-Priority Collateral Agent and First-Priority Collateral Agent, Jefferies Finance LLC in its capacity as the Initial Second-Priority Collateral Agent and Second-Priority Collateral Agent, and the Borrower. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

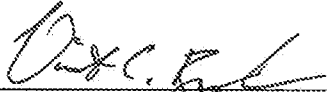
SECTION 7. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release

and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHECKERS DRIVE-IN RESTAURANTS,
INC.

By: 
Name: *Vincent C. Brockman*
Title: *SVP & General Counsel*

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK
REEL: 006706 FRAME: 0824

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK
REEL: 006706 FRAME: 0825

Schedule I to Notice of Grant of Security Interest in Trademarks
Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
#FASTFOODIE	5,210,764	05/23/2017
BACONTASTIC	5,801,864	07/09/2019
BOSSWICH	5,402,933	02/13/2018
CRAZY GOOD LEARNING	5,774,119	06/11/2019
FAST FOODIE	5,628,278	12/11/2018
FAST FOODIES	5,628,279	12/11/2018
FAST FOODIES KNOW THE DEAL	5,210,766	05/23/2017
GRILLED2GO	5,656,020	01/15/2019
MANGO PALOOZA	5,470,612	05/15/2018
UNBELIEVE-A-MELT	5,752,007	05/14/2019