TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536540

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreements to Successor Collateral Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Resigning Collateral Agent		08/13/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Successor Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
Registration Number:	3877707	5 KICKIN' FLAVORS
Registration Number:	3948464	
Registration Number:	3877709	ANONYMOUS CHICKEN
Registration Number:	4176803	AUSSIE
Registration Number:	3941868	BACKWOODS B-B-Q
Registration Number:	3945772	BACON CHEDDAR WORKS
Registration Number:	4844547	BACON CHEESE CHAMP
Registration Number:	3703466	BACONZILLA
Registration Number:	5058993	BACONZILLA!
Registration Number:	4052106	BBQZILLA
Registration Number:	1952628	BIG BUFORD
Registration Number:	4629634	BRING IT BOX
Registration Number:	4180455	CHA-CHING
Registration Number:	1643779	CHAMP BURGER
Registration Number:	2590861	CHECKERBURGER
Registration Number:	1782889	CHECKERS
Registration Number:	2654258	CHECKERS

CH $1865.00 3877707

Property Type	Number	Word Mark
Registration Number:	1656487	CHECKERS BURGERS-FRIES-COLAS
Registration Number:	1956292	CHECKERS BURGERS FRIES COLAS
Registration Number:	4475417	CHECKERS CRAZY GOOD FOOD
Registration Number:	4475416	CHECKERS CRAZY GOOD FOOD
Registration Number:	4840296	CHEESE CHAMP
Registration Number:	4467293	CHEESE CHILI CHEESE FRIES
Registration Number:	2513306	CHEESE DOUBLE CHEESE
Registration Number:	3877708	CLASSIC WINGS
Registration Number:	4614650	CRAZY GOOD
Registration Number:	3883766	CRAZY GOOD
Registration Number:	2932974	DEEP SEA DOUBLE
Registration Number:	3945810	DEVOUR THE NIGHT
Registration Number:	4445160	DO LATE NIGHT RIGHT
Registration Number:	4526888	EAT BIG & SAVE
Registration Number:	3941514	FEAST ON
Registration Number:	3868605	FIERY JALAPENO DOUBLE
Registration Number:	3945773	FLAVOR BUILT BURGERS
Registration Number:	3670729	FLAVORHOOD
Registration Number:	4724285	FRY LOVE
Registration Number:	4467120	FRY LOVER'S BURGER
Registration Number:	1964791	HONEYGRILLED CHICKEN
Registration Number:	4259062	HOLE-LOTTA
Registration Number:	4052107	MEGAZILLA
Registration Number:	1750671	
Registration Number:	1799768	
Registration Number:	3871491	MORE FOR LESS
Registration Number:	2592669	RALLY'S BURGERS FRIES COLAS
Registration Number:	4475419	RALLY'S CRAZY GOOD FOOD
Registration Number:	4475418	RALLY'S CRAZY GOOD FOOD
Registration Number:	1362660	RALLY'S HAMBURGERS
Registration Number:	1799561	RALLYBURGER
Registration Number:	1735052	RALLY'S
Registration Number:	2595536	RALLY'S BURGERS FRIES COLAS
Registration Number:	3948935	SAVORY SHROOM & SWISS
Registration Number:	3982613	SEASONED OPINIONS
Registration Number:	1795371	
Registration Number:	1838887	
Registration Number:	4152628	SHROOMZILLA

Property Type	Number	Word Mark
Registration Number:	4176940	SMOKIN' SAUSAGE
Registration Number:	5111269	STEAKZILLA!
Registration Number:	5062976	THE FLAVORHOOD
Registration Number:	4696821	TWO CHEESY
Registration Number:	4133170	TWO'S YOUR DADDY
Registration Number:	4034566	ZILLA COMBOS
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
Registration Number:	3929639	GLOBACO
Registration Number:	3929626	THE FAST FOODIE
Registration Number:	4122307	OFFICIAL BURGER OF TAMPA BAY

CORRESPONDENCE DATA

Fax Number: 6172359492

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: 2125969167
Email: gary.lee@ropesgray.com
Correspondent Name: Gary Lee
Address Line 1: Ropes and Gray LLP, 1211 Avenue of the a
Address Line 2: 39th Floor
Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	107024-0068
NAME OF SUBMITTER:	Gary Lee
SIGNATURE:	/Gary Lee/
DATE SIGNED:	08/14/2019

Total Attachments: 7
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[Execution Version]

ASSIGNMENT OF GRANTS OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF GRANTS OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is made and entered into as of August 13, 2019 by Jefferies Finance LLC, as the resigning Collateral Agent (in such capacity, the "Resigning Collateral Agent"), in favor of Wilmington Trust, National Association, as the successor Collateral Agent (in such capacity, the "Successor Collateral Agent").

W I T N E S S E T H

WHEREAS, the Resigning Collateral Agent is party to that certain Security Agreement (Second Lien), dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Checkers Drive-In Restaurants, Inc., a Delaware corporation ("Checkers Drive-In"), TFF, LLC, a Florida limited liability company (which merged into Checkers Drive-In on September 1, 2017) ("TFF"), and Official Burger of Tampa Bay, Inc., a Florida corporation (which merged into Checkers Drive-In on January 2, 2018) ("Official Burger" and collectively with Checkers Drive-In and TFF, the "Grantors"), the other grantors party thereto, and the Resigning Collateral Agent;

WHEREAS, pursuant to (i) the Security Agreement, and (ii) the Notice of Grant of Security Interest in Trademarks, dated as of April 25, 2017, made by Checkers Drive-In in favor of the Resigning Collateral Agent, which was recorded at the United States Patent and Trademark Office (the "USPTO") on April 26, 2017, at Reel/Frame 6043/0175, the Notice of Grant of Security Interest in Trademarks, dated as of April 25, 2017, made by TFF in favor of the Resigning Collateral Agent, which was recorded at the USPTO on April 26, 2017, at Reel/Frame 6043/0410, the Notice of Grant of Security Interest in Trademarks, dated as of April 25, 2017, made by Official Burger in favor of the Resigning Collateral Agent, which was recorded at the USPTO on April 26, 2017, at Reel/Frame 6043/0198, and the Notice of Grant of Security Interest in Trademarks, dated as of July 29, 2019, made by Checkers Drive-In in favor of the Resigning Collateral Agent, which was recorded at the USPTO on July 30, 2019, at Reel/Frame 6706/0819 (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements"), the Grantors have granted to the Resigning Collateral Agent a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Trademark Collateral (as such term is defined in each Trademark Security Agreement), including, without limitation, those trademark registrations and applications set forth on Schedule I hereto;

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of August 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Successor Agent Agreement"), among the Grantors, the other Loan Parties party thereto, the Resigning Collateral Agent, the Successor Collateral Agent, and the Lenders party thereto, the Resigning Collateral Agent has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Agreement Documents (as defined in the Security Agreement), and the Successor Collateral Agent has assumed and succeeded to all of the rights, powers, privileges and duties of the Resigning Collateral Agent as administrative and collateral agent thereunder; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent desire to enter into this Assignment to evidence the assignment by the Resigning Collateral Agent to the Successor Collateral Agent of all of the Resigning Collateral Agent's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, the Resigning Collateral Agent's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Collateral Agent and the Successor Collateral Agent hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. The Resigning Collateral Agent hereby transfers, assigns, grants and conveys to the Successor Collateral Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and the Successor Collateral Agent hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens. This Assignment is being executed and delivered in accordance with and shall be governed by the Credit Agreement, the Security Agreement, and the Successor Agent Agreement.

3. Recordation. Effective upon the date first written above, the Resigning Collateral Agent authorizes and requests that the USPTO record the Successor Collateral Agent as the successor collateral agent for the Secured Parties in the Trademark Collateral.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles which would require the application of the laws of another jurisdiction.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

THE RESIGNING COLLATERAL AGENT:

JEFFERIES FINANCE LLC,
as the Resigning Collateral Agent

By: _____

Name: Paul Chisholm

Title: Managing Director

TRADEMARK
REEL: 006720 FRAME: 0066

ACCEPTED AND AGREED
as of the date above first written:

THE SUCCESSOR COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as the Successor Collateral Agent

By: _____

Name: Jeffery Rose
Title: Vice President

[Signature Page to Assignment of Grants of Security Interest in Trademarks]

Schedule I

TRADEMARKS

Reel/Frame 6043/0175

Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
5 KICKIN' FLAVORS	3,877,707	11/16/2010
ANONYMOUS CHICKEN DESIGN	3,948,464	4/19/2011
ANONYMOUS CHICKEN	3877709	11/16/2010
AUSSIE	4,176,803	7/17/2012
BACKWOODS B-B-Q	3,941,868	4/5/2011
BACON CHEDDAR WORKS	3,945,772	4/12/2011
BACON CHEESE CHAMP	4,844,547	11/3/2015
BACONZILLA	3,703,466	10/27/2009
BACONZILLA!	5,058,993	10/11/2016
BBQZILLA	4,052,106	11/8/2011
BIG BUFORD	1,952,628	1/30/1996
BRING IT BOX	4,629,634	10/28/2014
CHA-CHING	4,180,455	7/24/2012
CHAMP BURGER	1,643,779	5/7/1991
CHECKERBURGER	2,590,861	7/9/2002
CHECKERS	1,782,889	7/20/1993
CHECKERS	2,654,258	11/26/2002
CHECKERS BURGERS-FRIES-COLAS (AND DESIGN) WHITE BACKGROUND	1,656,487	9/10/1991
CHECKERS BURGERS-FRIES-COLAS (AND DESIGN) LINED TO SHOW THE COLORS RED AND YELLOW	1,956,292	2/13/1996
CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE	4,475,417	1/28/2014
CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN COLOR	4,475,416	1/28/2014
CHEESE CHAMP	4,840,296	10/27/2015
CHEESE CHILI CHEESE FRIES	4,467,293	1/14/2014
CHEESE DOUBLE CHEESE	2,513,306	11/27/2001
CLASSIC WINGS	3,877,708	11/16/2010
CRAZY GOOD	4,614,650	9/30/2014
CRAZY GOOD	3,883,766	11/30/2010
DEEP SEA DOUBLE	2,932,974	3/15/2005

Trademark	Registration No.	Registration Date
DEVOUR THE NIGHT	3,945,810	4/12/2011
DO LATE NIGHT RIGHT	4,445,160	12/3/2013
EAT BIG & SAVE	4,526,888	5/6/2014
FEAST ON	3,941,514	4/5/2011
FIERY JALAPENO DOUBLE	3868605	10/26/2010
FLAVOR BUILT BURGERS	3,945,773	4/12/2011
FLAVORHOOD	3,670,729	8/18/2009
FRY LOVE	4,724,285	4/21/2015
FRY LOVER'S BURGER	4,467,120	1/14/2014
HONEYGRILLED CHICKEN	1964791	03/26/1996
HOLE-LOTTA	4,259,062	12/11/2012
MEGAZILLA	4,052,107	11/8/2011
MISCELLANEOUS DESIGN (BLDG DESIGN)	1,750,671	2/2/1993
MISCELLANEOUS DESIGN (CHECKERS MAN)	1,799,768	10/19/1993
MORE FOR LESS	3,871,491	11/2/2010
RALLY`S BURGERS FRIES COLAS (AND DESIGN) LINED FOR THE COLOR(S) RED AND YELLOW	2,592,669	7/9/2002
RALLY`S CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE	4,475,419	1/28/2014
RALLY`S CRAZY GOOD FOOD (AND DESIGN) IN COLOR	4,475,418	1/28/2014
RALLY`S HAMBURGERS (AND DESIGN) MAN EATING BURGER	1,362,660	9/24/1985
RALLYBURGER	1,799,561	10/19/1993
RALLY'S	1,735,052	11/24/1992
RALLY'S BURGERS FRIES COLAS (AND DESIGN)	2,595,536	7/16/2002
SAVORY SHROOM & SWISS	3,948,935	4/19/2011
SEASONED OPINIONS	3,982,613	6/21/2011
SENSORY MARK (CHA-CHING)	1,795,371	9/28/1993
SENSORY MARK (CHING)	1,838,887	6/7/1994
SHROOMZILLA	4,152,628	6/5/2012
SMOKIN' SAUSAGE	4,176,940	7/17/2012
STEAKZILLA!	5,111,269	12/27/2016
THE FLAVORHOOD	5,062,976	10/18/2016
TWO CHEESY	4,696,821	3/3/2015
TWO`S YOUR DADDY	4,133,170	4/24/2012
ZILLA COMBOS	4,034,566	10/4/2011

Reel/Frame 6706/0819

Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
#FASTFOODIE	5,210,764	5/23/2017
BACONTASTIC	5,801,864	7/09/2019
BOSSWICH	5,402,933	2/13/2018
CRAZY GOOD LEARNING	5,774,119	6/11/2019
FAST FOODIE	5,628,278	12/11/2018
FAST FOODIES	5,628,279	12/11/2018
FAST FOODIES KNOW THE DEAL	5,210,766	5/23/2017
GRILLED2GO	5,656,020	1/15/2019
MANGO PALOOZA	5,470,612	5/15/2018
UNBELIEVE-A-MELT	5,752,007	5/14/2019

Reel/Frame 6043/0410

Trademarks Owned by TFF, LLC (n/k/a Checkers Drive-In Restaurants, Inc.)

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
GLOBACO	3,929,639	3/8/2011
THE FAST FOODIE	3,929,626	3/8/2011

Reel/Frame 6043/0198

Trademarks Owned by
Official Burger of Tampa Bay, Inc. (n/k/a Checkers Drive-In Restaurants, Inc.)

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
OFFICIAL BURGER OF TAMPA BAY	4122307	4/3/2012