

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601664

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOJANGLES' INTERNATIONAL, LLC		10/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BOJANGLES GUARANTOR, LLC
Street Address:	9432 SOUTHERN PINE BOULEVARD
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28273
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	88937426	BOJANGLES
Serial Number:	88937437	BO
Serial Number:	88937449	STEEPED LIKE WE MEAN IT
Serial Number:	88733616	#LONGLIVETHETAILEGATE
Serial Number:	87730452	BOJANGLES'
Serial Number:	87446612	BO
Serial Number:	87398760	BOJ
Serial Number:	87323786	CHICKEN SUPREMES
Serial Number:	87068057	BIG BO BOX
Serial Number:	87032910	BO'TOWN ROASTERS
Serial Number:	87028035	BO'TOWN ROASTERS
Serial Number:	86924381	BOJANGLER
Serial Number:	86675649	
Serial Number:	86675732	BOMOJI
Serial Number:	86617104	BOJANGLES FAMOUS CHICKEN 'N BISCUITS
Serial Number:	86585734	BOJ
Serial Number:	86585848	BOJANGLES EXPRESS
Serial Number:	86585985	BOJ

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86480444	CAJUN FILET BISCUIT
Serial Number:	86436684	CHEDDAR BO
Serial Number:	86436662	'TIS THE SEASONING
Serial Number:	86373879	BO-SMART
Serial Number:	86294590	BO
Serial Number:	86295002	BO
Serial Number:	86120029	TAILGATE EVERYTHING
Serial Number:	86113973	BO FREEZE
Serial Number:	86079567	IT'S BO TIME
Serial Number:	86002960	IT HOLDS TEA
Serial Number:	85948763	
Serial Number:	85385970	THINK INSIDE THE BOX
Serial Number:	85315750	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS
Serial Number:	85315761	LEGENDARY ICED TEA
Serial Number:	85296269	GOTTAWANNANEEDAGETTAHAVA
Serial Number:	85296510	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS
Serial Number:	85124841	IT'S BO TIME
Serial Number:	85118362	BOJANGLES'
Serial Number:	85104816	BOJ
Serial Number:	85040401	IT'S BO TIME
Serial Number:	77001460	OUR FOOD IS FAMOUS. OUR CUSTOMERS LOVE U
Serial Number:	78454309	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS
Serial Number:	78441562	BUFFALO BITES
Serial Number:	74648399	COME TASTE THE DIFFERENCE
Serial Number:	74616791	BOJANGLES' EXPRESS
Serial Number:	74591408	UNBOLIEVABLE!
Serial Number:	74162198	BO-BERRY BISCUITS
Serial Number:	73702968	THERE'S ALWAYS SOMETHING HAPPENIN' AT TH
Serial Number:	73665673	BO TO GO
Serial Number:	73665671	BO-TO-GO
Serial Number:	73656445	BO-TATO ROUNDS
Serial Number:	73549769	EGG BO BISCUIT
Serial Number:	73344644	BOJANGLES
Serial Number:	73323346	BOJANGLES' CAJUN PINTOS
Serial Number:	73317694	BOJANGLES' DIRTY RICE
Serial Number:	73219654	BOJANGLES' FAMOUS CHICKEN'N BISCUITS
Serial Number:	73219662	BOJANGLES'
Serial Number:	73219430	IT'S CAJUN SPICED

Property Type	Number	Word Mark
Serial Number:	73165468	BOJANGLES' CAJUN SPICED CHICKEN

CORRESPONDENCE DATA

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: mpotts@paulweiss.com, cmannino@paulweiss.com, snygren@paulweiss.com

Correspondent Name: MARISSA A. POTTS

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:	22873-001
NAME OF SUBMITTER:	Marissa Potts
SIGNATURE:	/Marissa Potts/
DATE SIGNED:	10/07/2020

Total Attachments: 10

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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 October 6, 2020, by BOJANGLES’ INTERNATIONAL, LLC, a Delaware limited liability company located at 9432 Southern Pine Boulevard, Charlotte, NC 28273, (“Grantor”), in favor of BOJANGLES GUARANTOR, LLC, a Delaware limited liability company located at 9432 Southern Pine Boulevard, Charlotte, NC 28273 (“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 thereby; and

WHEREAS, pursuant to the First Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such 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 payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 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 “USPTO”) 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, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed 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 grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance 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 grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

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

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party'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 for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. 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.

3. 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).

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 a single agreement.









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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.


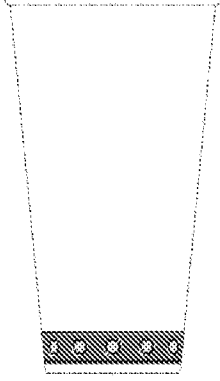

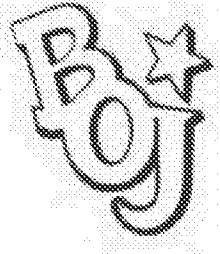
BOJANGLES' INTERNATIONAL, LLC

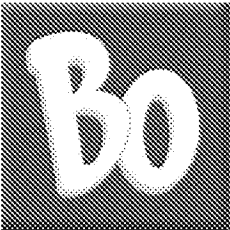
DocuSigned by:
By: Reese Stewart
Name: Reese Stewart
Title: Chief Financial Officer

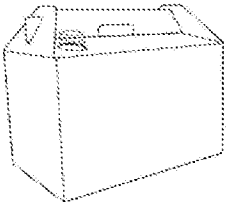

**Schedule 1
Trademarks**

Mark	App No.	App. Date	Reg. No.	Reg. Date
BOJANGLES (& Design) 	88937426	28-MAY-2020	Not Available	Pending
BO (& Design) 	88937437	28-MAY-2020	Not Available	Pending
STEEPED LIKE WE MEAN IT	88937449	28-MAY-2020	Not Available	Pending
#LONGLIVETHETAILGATE 	88733616	19-DEC-2019	Not Available	Pending ¹
BOJANGLES' 	87730452	21-DEC-2017	5524656	24-JUL-2018
BO 	87446612	11-MAY-2017	5359254	19-DEC-2017
BOJ 	87398760	05-APR-2017	5429808	20-MAR-2018
CHICKEN SUPREMES 	87323786	03-FEB-2017	5295060	26-SEP-2017
BIG BO BOX 	87068057	10-JUN-2016	5124103	17-JAN-2017



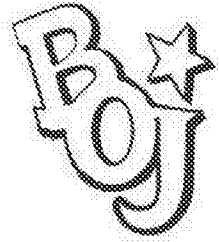

¹ Bojangles intends to actively abandon this trademark.

Mark	App No.	App. Date	Reg. No.	Reg. Date
BO'TOWN ROASTERS 	87032910	11-MAY-2016	5157969	07-MAR-2017
BO'TOWN ROASTERS BO'TOWN ROASTERS	87028035	06-MAY-2016	5157955	07-MAR-2017
BOJANGLER BOJANGLER	86924381	01-MAR-2016	5054627	04-OCT-2016
<i>Design Only</i> 	86675649	26-JUN-2015	5034399	06-SEP-2016
BOMOJI BOMOJI	86675732	26-JUN-2015	4942952	19-APR-2016
BOJANGLES FAMOUS CHICKEN 'N BISCUITS 	86617104	01-MAY-2015	4851380	10-NOV-2015
BOJ 	86585734	02-APR-2015	4850866	10-NOV-2015

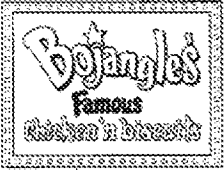

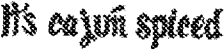

Mark	App No.	App. Date	Reg. No.	Reg. Date
BOJANGLES EXPRESS BOJANGLES EXPRESS	86585848	02-APR-2015	4850876	10-NOV-2015
BOJ BOJ	86585985	02-APR-2015	4944403	26-APR-2016
CAJUN FILET BISCUIT CAJUN FILET BISCUIT	86480444	15-DEC-2014	4835122	20-OCT-2015
CHEDDAR BO CHEDDAR BO	86436684	28-OCT-2014	4793514	18-AUG-2015
'TIS THE SEASONING 'TIS THE SEASONING	86436662	28-OCT-2014	4793513	18-AUG-2015
BO-SMART BO-SMART	86373879	21-AUG-2014	4667777	06-JAN-2015
BO 	86294590	29-MAY-2014	5348421	05-DEC-2017
BO 	86295002	29-MAY-2014	5348423	05-DEC-2017
TAILGATE EVERYTHING TAILGATE EVERYTHING	86120029	15-NOV-2013	4529667	13-MAY-2014

Mark	App No.	App. Date	Reg. No.	Reg. Date
BO FREEZE BO FREEZE	86113973	08-NOV-2013	4590360	19-AUG-2014
IT'S BO TIME IT'S BO TIME	86079567	01-OCT-2013	4529358	13-MAY-2014
IT HOLDS TEA IT HOLDS TEA	86002960	05-JUL-2013	4494308	11-MAR-2014
<i>Design Only</i> 	85948763	03-JUN-2013	4452741	17-DEC-2013
THINK INSIDE THE BOX THINK INSIDE THE BOX	85385970	01-AUG-2011	4597509	02-SEP-2014 ²
BOJANGLES' FAMOUS CHICKEN 'N BISCUITS 	85315750	09-MAY-2011	4060147	22-NOV-2011
LEGENDARY ICED TEA LEGENDARY ICED TEA	85315761	09-MAY-2011	4060148	22-NOV-2011
GOTTAWANNANEEDAGETTAH AVA GOTTAWANNANEEDAGETTAH AVA	85296269	15-APR-2011	4056307	15-NOV-2011

² Bojangles intends to actively abandon this trademark.

Mark	App No.	App. Date	Reg. No.	Reg. Date
BOJANGLES' FAMOUS CHICKEN 'N BISCUITS 	85296510	15-APR-2011	4059782	22-NOV-2011
IT'S BO TIME 	85124841	08-SEP-2010	3947905	19-APR-2011
BOJANGLES' BOJANGLES'	85118362	30-AUG-2010	3947877	19-APR-2011
BOJ 	85104816	11-AUG-2010	3943974	12-APR-2011
IT'S BO TIME IT'S BO TIME	85040401	17-MAY-2010	3900108	04-JAN-2011
OUR FOOD IS FAMOUS. OUR CUSTOMERS LOVE US. <i>Our food is famous. Our customers love us.</i>	77001460	18-SEP-2006	3481168	05-AUG-2008
BOJANGLES' FAMOUS CHICKEN 'N BISCUITS 	78454309	21-JUL-2004	3049355	24-JAN-2006

Mark	App No.	App. Date	Reg. No.	Reg. Date
BUFFALO BITES Buffalo Bites	78441562	25-JUN-2004	3034730	27-DEC-2005
COME TASTE THE DIFFERENCE	74648399	13-MAR-1995	1963170	19-MAR-1996
BOJANGLES' EXPRESS 	74616791	30-DEC-1994	1948685	16-JAN-1996
UNBOLIEVABLE! 	74591408	27-OCT-1994	1924331	03-OCT-1995
BO-BERRY BISCUITS	74162198	29-APR-1991	1750293	02-FEB-1993
THERE'S ALWAYS SOMETHING HAPPENIN' AT THE BO	73702968	28-DEC-1987	1505350	20-SEP-1988
BO TO GO (& Design) 	73665673	10-JUN-1987	1503173	20-SEP-1988
BO-TO-GO	73665671	10-JUN-1987	1488726	17-MAY-1988
BO-TATO ROUNDS	73656445	20-APR-1987	1496914	19-JUL-1988
EGG BO BISCUIT	73549769	24-JUL-1985	1386213	11-MAR-1986
BOJANGLES	73344644	07-JAN-1982	1214458	26-OCT-1982
BOJANGLES' CAJUN PINTOS	73323346	12-AUG-1981	1218514	30-NOV-1982
BOJANGLES' DIRTY RICE	73317694	06-JUL-1981	1219347	07-DEC-1982

Mark	App No.	App. Date	Reg. No.	Reg. Date
BOJANGLES' FAMOUS CHICKEN 'N BISCUITS 	73219654	14-JUN-1979	1271956	27-MAR-1984
BOJANGLES' 	73219662	14-JUN-1979	1185003	05-JAN-1982
IT'S CAJUN SPICED 	73219430	13-JUN-1979	1175371	27-OCT-1981
BOJANGLES' CAJUN SPICED CHICKEN 	73165468	07-APR-1978	1177496	10-NOV-1981