

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		03/05/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as the successor Administrative Agent
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145
Internal Address:	Middle Market Servicing
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5578084	SHAKE SHACK
Registration Number:	5578083	SHAKE SHACK
Registration Number:	5322048	
Registration Number:	4856012	SHACK WHITE
Registration Number:	4856011	SHACK RED
Registration Number:	4852549	SHACKMEISTER DOG
Registration Number:	4852548	SHACKMEISTER BURGER
Registration Number:	4552794	SHACK 2 0
Registration Number:	4209589	SMOKESHACK
Registration Number:	4051916	SHAKE SHACK
Registration Number:	3947921	STAND FOR SOMETHING GOOD
Registration Number:	3853578	SHAKE SHACK
Registration Number:	3853559	SHAKE SHACK
Registration Number:	3805568	
Registration Number:	3760070	SHACK CAM
Registration Number:	3741879	SHACK-CAGO DOG
Registration Number:	3725489	SHAKE SHACK

CH \$590.00 5578084

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3724146	SHACK BURGER
Registration Number:	3676096	POOCH-INI
Registration Number:	3658044	SHACK STACK
Registration Number:	3658043	SHACK ATTACK
Registration Number:	3648680	SHACKMEISTER
Serial Number:	87693423	#MYSHACK

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: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21672823
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	05/10/2021

Total Attachments: 6

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- source=JPM_Shake Shack - Assignment of Trademark Security Agreement (Executed) (740661279_1)#page2.tif
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment"), effective as of March 5, 2021, is made by Wells Fargo Bank, National Association, as Administrative Agent for the holders of the Secured Obligations referenced in the Security Agreement referred to below (in such capacity, the "Existing Administrative Agent"), to JPMorgan Chase Bank, N.A. ("Chase"), as the successor Administrative Agent for such holders (in such capacity, the "Successor Administrative Agent"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of August 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among SSE Holdings, LLC, a Delaware limited liability company (the "Borrower"), SSE IP, LLC, a Delaware limited liability company (the "Obligor"), the other obligors party thereto and the Existing Administrative Agent, the Obligor granted to the Existing Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Obligor in and to all Trademarks, including the Trademarks set forth on Schedule 1 attached hereto (collectively, the "Trademark Collateral"), as further evidenced by that certain Notice of Grant of Security Interest in Trademarks from the Obligor, recorded with the United States Patent and Trademark Office on August 5, 2019 at reel/frame 6712/0134 (the "Trademark Notice"); and

WHEREAS, pursuant to that certain notice of Resignation as Administrative Agent, dated as of March 5, 2021 (the "Resignation Notice"), by the Existing Administrative Agent to the Borrower and that certain Resignation of Administrative Agent, dated as of March 5, 2021 (the "Resignation Agreement"), between the Existing Administrative Agent and the Borrower, the Existing Administrative Agent has resigned as the Administrative Agent, and pursuant to that certain Third Amendment to Credit Agreement, dated as of March 5, 2021 (the "Amendment"), among the Borrower, the Obligor, certain of their affiliates, the Successor Administrative Agent and the Lenders party thereto, the Successor Administrative Agent has been appointed as the successor Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Administrative Agent and the Successor Administrative Agent hereby acknowledge and agree as follows:

1. Assignment of Security Interest. Pursuant to the Resignation Notice, the Resignation Agreement and the Amendment, the Existing Administrative Agent has ceased to be the Administrative Agent and the Successor Administrative Agent has succeeded to and become vested with all of the rights, powers, privileges and duties of the Administrative Agent, and the granting of the security interest in the Trademark Collateral and all filings and recordings in connection therewith in favor of the Existing Administrative Agent shall continue in full force and effect in favor of the Successor Administrative Agent as the Administrative Agent for the holders of the Secured Obligations, including the Trademark Notice.

2. Authorization. The Existing Administrative Agent hereby authorizes the Successor Administrative Agent (or its agents or designees) to record this Assignment with the United States Patent and Trademark Office.

3. Governing Law. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING

IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts. This Assignment may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

EXISTING ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as the resigning Administrative Agent

By: Maureen Malphus
Name: **Maureen Malphus**
Title: **Vice President**

Accepted and agreed as of the date first written above:

SUCCESSOR ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as successor Administrative Agent

By: *Megan Wasthuis*
Name: *Megan Wasthuis*
Title: *Vice President*

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
SSE HOLDINGS, LLC

740417160.4

TRADEMARK
REEL: 007286 FRAME: 0504

Acknowledged by:

SSE IP, LLC

By: Ronald Palmese Jr.
Name: Ron Palmese, Jr.
Title: General Counsel

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
SSE HOLDINGS, LLC

740417160.4

TRADEMARK
REEL: 007286 FRAME: 0505

SCHEDULE 1

Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
SHAKE SHACK and Design	5578084	10/09/18
SHAKE SHACK and Design	5578083	10/09/18
Design Only	5322048	10/31/17
SHACK WHITE	4856012	11/17/15
SHACK RED	4856011	11/17/15
SHACKMEISTER DOG	4852549	11/10/15
SHACKMEISTER BURGER	4852548	11/10/15
SHACK 2 0	4552794	06/17/14
SMOKESHACK	4209589	09/18/12
SHAKE SHACK	4051916	11/08/11
STAND FOR SOMETHING GOOD	3947921	04/19/11
SHAKE SHACK and Design	3853578	09/28/10
SHAKE SHACK and Design	3853559	09/28/10
Design Only	3805568	06/22/10
SHACK CAM	3760070	03/16/10
SHACK-CAGO DOG	3741879	01/26/10
SHAKE SHACK (Stylized)	3725489	12/15/09
SHACK BURGER	3724146	12/15/09
THE POOCH-INI	3676096	09/01/09
SHACK STACK	3658044	07/21/09
SHACK ATTACK	3658043	07/21/09
SHACKMEISTER	3648680	06/30/09

Trademark Application

Mark	Appl. No.	Filing Date
#MYSHACK	87693423	11/21/17