

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINGSTOP FRANCHISING LLC		03/07/2022	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: 1			
Property Type	Number	Word Mark	
Registration Number:	5939873	WHERE FLAVOR GETS ITS WINGS	
CORRESPONDENCE DATA			
Fax Number:	2124920043		
<i>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.</i>			
Phone:	212 373 3043		
Email:	ebensoul@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	02213-005		
NAME OF SUBMITTER:	Elana D. Bensoul		
SIGNATURE:	/edb/		
DATE SIGNED:	03/07/2022		
Total Attachments: 4			
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**FORM OF SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARK**

This SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK (the “Notice”) is made and entered into as of March 7, 2022, by WINGSTOP FRANCHISING LLC, a Delaware limited liability company located at 15505 Wright Brothers Drive, Addison, TX 75001, Attention: Gerry McGrath (“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 service mark set forth in Schedule 1 attached hereto, including the associated registration set forth in Schedule 1 attached hereto (the “Trademark”) and the goodwill connected with the use of or symbolized by such Trademark; and

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of October 30, 2020, by and among (i) Grantor and (ii) Wingstop Guarantor LLC, a Delaware limited liability company, a direct, wholly-owned subsidiary of Wingstop Restaurants Inc., a Texas corporation, each as a Guarantor, in favor of the Trustee (as further 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 Trademark and the goodwill connected with the use of or symbolized by the Trademark, 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(c) and Section 5.3 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 USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. Section 1051(a) or examined and accepted by the USPTO, *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 Amended and Restated Base Indenture, dated as of October 30, 2020, by and among Wingstop Funding

LLC, a Delaware limited liability company, as Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, modified or supplemented from time to time, the “Indenture”).

1. The parties intend that the Trademark Collateral subject to this Notice is to be considered as After-Acquired Securitization IP under the Indenture and the Guarantee and Collateral Agreement and 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 SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK to be duly executed by its duly authorized officer as of the date and year first written above.

WINGSTOP FRANCHISING LLC, as Grantor

By: *Alex Kaleida*
Name: Alex Kaleida
Title: Chief Financial Officer

**Schedule 1
Trademark**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
WHERE FLAVOR GETS ITS WINGS	88261808	15-JAN-2019	5939873	17-DEC-2019	Registered