

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raising Cane's USA, L.L.C.		03/24/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6436087	RESTAURANT PARTNER	
Serial Number:	90175498	CLICKIN' FOR CHICKEN	
Serial Number:	90175505	GET CLICKIN' FOR CHICKEN	
Serial Number:	90524443	NO SLAW EXTRA TOAST	
Serial Number:	90802672	TAILGATE	
Serial Number:	97028786	CANIAC	
Serial Number:	97075236	CANIAC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	khenning@kslaw.com		
Correspondent Name:	Kelly Henning		
Address Line 1:	1180 Peachtree St. NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kelly Henning		
SIGNATURE:	/Kelly Henning/		
DATE SIGNED:	04/29/2022		
Total Attachments: 5			

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GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS (this "Supplemental Grant") is made and dated effective the 24th day of March, 2022 by and between RAISING CANE'S USA, L.L.C., a Louisiana limited liability company (the "Grantor"), with principal offices at 6800 Bishop Road, Plano, Texas 75024, and CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent (the "Grantee") with principal offices at 800 Delaware Avenue, Wilmington, Delaware 19801, under the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 25, 2020 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

RECITALS

A. Pursuant to the Guaranty and Security Agreement, Grantor and Grantee previously entered into a Grant of Security Interest in Trademarks on November 25th, 2020 (the "Grant").

B. Grantor and Grantee hereto desire to supplement the Grant to include certain United States trademarks registered or pending with the United States Trademark and Patent Office ("USPTO") that were not covered by the previous Grant.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Grantor hereby grants to Grantee a security interest in all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications (the "Marks") set forth on Schedule B attached hereto and all reissues, extensions or renewals thereof, and the goodwill of the businesses with which the Marks are associated; in each case together with all Proceeds (as such term is defined in the Guaranty and Security Agreement) of the Marks, and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Supplemental Grant is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement.

THE SECURITY INTEREST IN THE MARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS AN ABSOLUTE ASSIGNMENT, BUT AS AN ASSIGNMENT TO SECURE GRANTOR'S OBLIGATIONS TO GRANTEE UNDER THE GUARANTY AND SECURITY AGREEMENT.

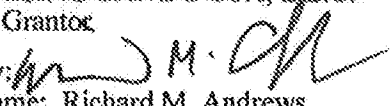
This Supplemental Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Supplemental Grant may be executed in counterparts. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Marks.

The terms of Sections 10.04, 10.05, 10.16 and 10.17 of the Guaranty and Security Agreement with respect to expenses, indemnity, governing law, submission to jurisdiction, venue and waiver of right to trial by jury are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

RAISING CANE'S USA, L.L.C.
as Grantor

By: 
Name: Richard M. Andrews
Title: President and CFO

[SIGNATURE PAGE TO GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 007707 FRAME: 0220

CAPITAL ONE, NATIONAL
ASSOCIATION,
as Grantee

By: *David Mollen*
Name: *David Mollen*
Title: *So. Vice President*

[SIGNATURE PAGE TO GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 007707 FRAME: 0221

Schedule B

TRADEMARK	APP. NUMBER	DATE FILED	REG. NUMBER	REG. DATE
RESTAURANT PARTNER	88798266	February 14, 2020	6436087	July 27, 2021
CLICKIN' FOR CHICKEN	90175498	September 11, 2020	n/a	n/a
GET CLICKIN' FOR CHICKEN	90175505	September 11, 2020	n/a	n/a
NO SLAW EXTRA TOAST	90524443	February 11, 2021	n/a	n/a
TAILGATE	90802672	June 30, 2021	n/a	n/a
CANIAC	97028786	September 15, 2021	n/a	n/a
CANIAC	97075236	October 14, 2021	n/a	n/a