

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Checkers Drive-In Restaurants, Inc.		06/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	5210764	#FASTFOODIE	
Registration Number:	3877707	5 KICKIN' FLAVORS	
Registration Number:	5875483	ARCTIC FLOATS	
Registration Number:	6771158	BACON BBQ MOTHER CRUNCHER	
Registration Number:	4844547	BACON CHEESE CHAMP	
Registration Number:	5801864	BACONTASTIC	
Registration Number:	3703466	BACONZILLA	
Registration Number:	5058993	BACONZILLA!	
Registration Number:	4052106	BBQZILLA	
Registration Number:	1952628	BIG BUFORD	
Registration Number:	6349593	BIG SURF SLUSHIE	
Registration Number:	6725523	BLACK FRYDAY	
Registration Number:	5402933	BOSSWICH	
Registration Number:	4180455	CHA-CHING	
Registration Number:	1643779	CHAMP BURGER	
Registration Number:	2590861	CHECKERBURGER	
Registration Number:	1782889	CHECKERS	
Registration Number:	2654258	CHECKERS	
Registration Number:	1956292	CHECKERS BURGERS FRIES COLAS	

OP \$2090.00 5210764

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1656487	CHECKERS BURGERS-FRIES-COLAS
Registration Number:	4475417	CHECKERS CRAZY GOOD FOOD
Registration Number:	4475416	CHECKERS CRAZY GOOD FOOD
Registration Number:	6732721	CHECKERS RALLY'S REWARDS
Registration Number:	4840296	CHEESE CHAMP
Registration Number:	4467293	CHEESE CHILI CHEESE FRIES
Registration Number:	6209415	CHILL STOP
Registration Number:	6658655	CLASSIC MOTHER CRUNCHER
Registration Number:	3877708	CLASSIC WINGS
Registration Number:	3883766	CRAZY GOOD
Registration Number:	4614650	CRAZY GOOD FOOD
Registration Number:	5774119	CRAZY GOOD LEARNING
Registration Number:	5869760	CRAZY GOOD U
Registration Number:	2932974	DEEP SEA DOUBLE
Registration Number:	4445160	DO LATE NIGHT RIGHT
Registration Number:	6165298	DOUBLE CHECKERBURGER
Registration Number:	6511505	DOUBLE RALLYBURGER
Registration Number:	4526888	EAT BIG & SAVE
Registration Number:	5628278	FAST FOODIE
Registration Number:	5628279	FAST FOODIES
Registration Number:	5210766	FAST FOODIES KNOW THE DEAL
Registration Number:	3670729	FLAVORHOOD
Registration Number:	6223432	FRY BOMB
Registration Number:	6223433	FRY BOMB GUARANTEE
Registration Number:	6725472	FRY FREAK
Registration Number:	6768673	FRY FREAKS
Registration Number:	4724285	FRY LOVE
Registration Number:	6725470	FRY LOVE EXPRESS
Registration Number:	4467120	FRY LOVER'S BURGER
Registration Number:	6155295	FRY-BOMB
Registration Number:	6739920	FRY-BOMB GUARANTEE
Registration Number:	6719502	GET YOUR FRY FREAK ON!
Registration Number:	5656020	GRILLED2GO
Registration Number:	4052107	MEGAZILLA
Registration Number:	1750671	
Registration Number:	1799768	
Registration Number:	6231762	MONSTERELLA STIX
Registration Number:	3871491	MORE FOR LESS

Property Type	Number	Word Mark
Registration Number:	6149450	MOTHER CRUNCHER
Registration Number:	4122307	OFFICIAL BURGER OF TAMPA BAY
Registration Number:	2592669	RALLY'S BURGERS FRIES COLAS
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:	4475419	RALLY'S CRAZY GOOD FOOD
Registration Number:	6732720	REWARDS
Registration Number:	3982613	SEASONED OPINIONS
Registration Number:	1795371	
Registration Number:	1838887	
Registration Number:	6769047	SERVING PEOPLE WHO SPEND THEIR DAY SERVI
Registration Number:	4152628	SHROOMZILLA
Registration Number:	4176940	SMOKIN' SAUSAGE
Registration Number:	6252553	SQUAWK SAUCE
Registration Number:	6318388	SWEET SIDE
Registration Number:	3929626	THE FAST FOODIE
Registration Number:	5752007	UNBELIEVE-A-MELT
Registration Number:	4034566	ZILLA COMBOS
Registration Number:	5470612	MANGO PALOOZA
Registration Number:	5111269	STEAKZILLA!
Serial Number:	97772762	FRY SEASONED GREETINGS
Serial Number:	97827513	SMOKEY BBQ BACON BUFORD
Serial Number:	97827511	SUPER LOADED BUFORD

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2031555 TM IPSA

NAME OF SUBMITTER: John Kline

SIGNATURE:	/John Kline/
DATE SIGNED:	06/16/2023
Total Attachments: 8 source=06. Checkers - Trademark Security Agreement [Executed]#page1.tif source=06. Checkers - Trademark Security Agreement [Executed]#page2.tif source=06. Checkers - Trademark Security Agreement [Executed]#page3.tif source=06. Checkers - Trademark Security Agreement [Executed]#page4.tif source=06. Checkers - Trademark Security Agreement [Executed]#page5.tif source=06. Checkers - Trademark Security Agreement [Executed]#page6.tif source=06. Checkers - Trademark Security Agreement [Executed]#page7.tif source=06. Checkers - Trademark Security Agreement [Executed]#page8.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 16, 2023 (this “Agreement”), made by Checkers Drive-In Restaurants, Inc., a Delaware corporation (the “Pledgor”), in favor of Jefferies Finance LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Checkers Holdings, Inc., a Delaware corporation, the Pledgor, each Subsidiary Guarantor from time to time party thereto, Burger BossCo Intermediate, Inc., a Delaware corporation, and Jefferies Finance LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Collateral Agent”). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”):

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Checkers Drive-In Restaurants, Inc.

DocuSigned by:

By Vincent C. Brockman

Name: Vincent C. Brockman

Title: Authorized Person

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: *Peter Cucchiara*

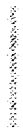
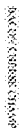

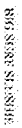


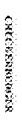





Name: Peter Cucchiara



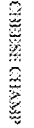
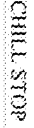
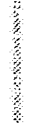

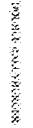
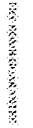

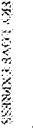
Title: Senior Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

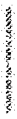

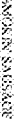
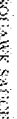


Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations



Mark Name	Image	Status	Filed Date	Application No.	Reg. Date	Registration No.
#FAST-FOODIE		Registered	5/4/2016	87/025,009	5/23/2017	5,210,764
5 KICKIN' FLAVORS		Registered	6/27/2009	77/789,657	11/16/2010	3,877,707
ARCTIC FLOATS		Registered	7/26/2018	88/053,915	10/1/2019	5,875,483
BACON BBQ		Registered	3/29/2021	90/610,041	6/28/2022	6771158
MOTHER CRUNCHER						
BACON CHEESE CHAMP		Registered	2/23/2015	86/542,855	11/3/2015	4,844,547
BACON TASTIC		Registered	5/30/2018	87/940,798	7/9/2019	5,801,864
BACONZILLA		Registered	1/27/2009	77/657,145	10/27/2009	3,703,466
BACONZILLA		Registered	3/3/2016	86/927,849	10/11/2016	5,058,993
BBQZILLA		Registered	2/1/2011	85/231,733	11/8/2011	4,052,106
BIG BUFORD		Registered	9/19/1994	74/575,357	1/30/1996	1,952,628
BIG SURF SLUSHIE		Registered	3/19/2020	88/840,071	5/11/2021	6349593
BLACK FRYDAY		Registered	5/19/2020	88/922,804	5/24/2022	6,725,523
BOSSWICH		Registered	12/16/2016	87/272,053	2/13/2018	5,402,933
CHA-CHING		Registered	4/19/2011	85/298,326	7/24/2012	4,180,455
CHAMP BURGER		Registered	2/21/1990	74/025,804	5/7/1991	1,643,779
CHECKERBURGER		Registered	10/26/2000	76/154,511	7/9/2002	2,590,861
CHECKERS		Registered	6/26/1992	74/312,201	7/20/1993	1,782,889
CHECKERS		Registered	1/24/2002	76/362,544	11/26/2002	2,654,258
CHECKERS-BURGERS-FRIES-COLAS (AND DESIGN) LINED TO SHOW THE COLORS RED AND YELLOW		Registered	3/20/1995	74/649,362	2/13/1996	1,956,292
CHECKERS-BURGERS-FRIES-COLAS (AND DESIGN) WHITE BACKGROUND		Registered	3/5/1990	74/034,589	9/10/1991	1,656,487
CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE		Registered	9/6/2013	86/057,965	1/28/2014	4,475,417

Mark Name	Image	Status	Filed Date	Application No.	Reg. Date	Registration No.
CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN COLOR		Registered	9/6/2013	86,057,960	1/28/2014	4,475,416
CHECKERS RALLY'S REWARDS		Registered	10/6/2020	90,237,835	5/24/2022	6732721
CHEESE CHAMP		Registered	2/23/2015	86,542,866	10/27/2015	4,840,296
CHEESE CHILI		Registered	8/13/2012	85,702,304	1/14/2014	4,467,293
CHEESE FRIES		Registered	3/19/2020	88,840,177	12/1/2020	6,209,415
CHILL STOP		Registered	3/29/2021	90,610,034	3/1/2022	6,658,655
CLASSIC MOTHER CRUNCHER		Registered	6/27/2009	77,789,659	11/16/2010	3,877,708
CLASSIC WINGS		Registered	6/27/2009	77,789,658	11/30/2010	3,883,766
CRAZY GOOD		Registered	5/29/2013	85,945,283	9/30/2014	4,614,650
CRAZY GOOD FOOD		Registered	10/16/2018	88,156,725	6/11/2019	5,774,119
CRAZY GOOD LEARNING logo		Registered	10/16/2018	88,156,732	9/24/2019	5,869,760
CRAZY GOOD U		Registered	12/24/2003	78,345,325	3/15/2005	2,932,974
DEEP SEA DOUBLE		Registered	2/8/2013	85,844,580	12/3/2013	4,445,160
DO LATE NIGHT RIGHT		Registered	7/22/2019	88,526,952	9/29/2020	6,165,298
DOUBLE CHECKERBURGER		Registered	2/1/2021	90,501,494	10/5/2021	6,511,505
DOUBLE RALLYBURGER		Registered	3/28/2013	85,889,195	5/6/2014	4,526,888
EAT BIG & SAVE		Registered	5/4/2016	87,025,032	12/11/2018	5,628,278
FAST FOODIE		Registered	5/4/2016	87,025,038	12/11/2018	5,628,279
FAST FOODIES		Registered	5/4/2016	87,025,043	5/23/2017	5,210,766
KNOW THE DEAL FLAVORHOOD		Registered	9/2/2008	77,560,175	8/18/2009	3,670,729
FRY BOMB		Registered	12/23/2019	88,736,879	12/15/2020	6,223,432
FRY BOMB GUARANTEE		Registered	12/23/2019	88,736,885	12/15/2020	6,223,433
FRY FREAK		Registered	4/10/2020	88,867,792	5/24/2022	6,725,472
FRY FREAKS		Registered	4/10/2020	88,867,795	6/21/2022	6,768,673
FRY LOVE		Registered	3/5/2013	85,866,737	4/21/2015	4,724,285
FRY LOVE EXPRESS		Registered	4/10/2020	88,867,275	5/24/2022	6,725,470

Mark Name	Image	Status	Filed Date	Application No.	Reg. Date	Registration No.
FRY LOVERS BURGER		Registered	4/24/2012	85/606,695	1/14/2014	4,467,120
FRY-BOMB		Registered	12/23/2019	88/736,881	9/15/2020	6,155,295
FRY-BOMB GUARANTEE		Registered	12/23/2019	88/736,883	5/25/2022	6,739,920
GET YOUR FRY FREAK ON!		Registered	4/10/2020	88/867,270	5/3/2022	6,719,502
GRILLED2GO		Registered	5/20/2015	86/635,718	1/15/2019	5,656,020
MEGAZILLA		Registered	2/1/2011	85/231,734	11/8/2011	4,052,107
MISCELLANEOUS DESIGN (BLDG DESIGN)		Registered	6/29/1992	74/289,649	2/2/1993	1,750,671
MISCELLANEOUS DESIGN (CHECKERS MAN)		Registered	6/17/1992	74/285,575	10/19/1993	1,799,768
MONSTERELLA STIX		Registered	3/20/2020	88/841,649	12/29/2020	6,231,762
MORE FOR LESS		Registered	11/26/2009	77/881,338	11/2/2010	3,871,491
MOTHER CRUNCHER		Registered	11/14/2019	88/692,786	9/8/2020	6,149,450
OFFICIAL BURGER OF TAMPA BAY		Registered	8/29/2006	78/962,621	4/3/2012	4,122,307
RALLY'S BURGERS FRIES COLAS (AND DESIGN) LINED FOR THE COLOR(S) RED AND YELLOW		Registered	7/31/2000	76/099,578	7/9/2002	2,592,669
RALLY'S CRAZY GOOD FOOD (AND DESIGN) IN COLOR		Registered	9/6/2013	86/057,970	1/28/2014	4,475,418
RALLY'S HAMBURGERS (AND DESIGN) MAN EATING BURGER RALLYBURGER		Registered	2/28/1985	73/524,564	9/24/1985	1,362,660
RALLY'S		Registered	3/1/1993	74/362,647	10/19/1993	1,799,561
RALLY'S BURGERS FRIES COLAS (AND DESIGN)		Registered	8/22/1991	74/197,709	11/24/1992	1,735,052
RALLY'S CRAZY GOOD FOOD (stylized /design)		Registered	7/31/2000	76/099,937	7/16/2002	2,595,536
REWARDS		Registered	9/6/2013	86/057,978	1/28/2014	4,475,419
		Registered	10/6/2020	90/237,823	5/24/2022	6732720

Mark Name	Image	Status	Filed Date	Application No.	Reg. Date	Registration No.
SEASONED		Registered	6/1/2010	85/051,395	6/21/2011	3,982,613
OPINIONS		Registered	10/30/1991	74/247,076	9/28/1993	1,795,371
SENSORY MARK (CHA-CHING)		Registered	10/30/1991	74/247,077	6/7/1994	1,838,887
SENSORY MARK (CHING)		Registered	10/24/2020	90/276,009	6/21/2022	6,769,047
SERVING PEOPLE WHO SPEND THEIR DAY SERVING OTHERS						
SHROOMZILLA		Registered	2/1/2011	85/231,732	6/5/2012	4,152,628
SMOKIN' SAUSAGE		Registered	6/15/2011	85/346,864	7/17/2012	4,176,940
SQUAWK SAUCE		Registered	11/14/2019	88/692,778	1/19/2021	6,252,553
SWEET SIDE		Registered	3/19/2020	88/840,150	4/13/2021	6,318,388
THE FAST FOODIE		Registered	11/4/2009	77/864,909	3/8/2011	3,929,626
UNBELIEVE-A-MELT		Registered	7/20/2017	87/536,357	5/14/2019	5,752,007
ZILLA COMBOS		Registered	2/24/2011	85/250,268	10/4/2011	4,034,566
MANGO PALOOZA		Registered	1/4/2017	87/288,719	5/15/2018	5,470,612
STEAKZILLA!		Registered	3/3/2016	86/927,285	12/27/2016	5,111,269

U.S. Trademark Applications

Mark Name	Image	Status	Filed Date	Application No.
FRY SEASONED GREETINGS		Application	1/30/2023	97/772,762
SMOKEY BBQ BACON BUFORD		Application	3/7/2023	97/827,513
SUPER LOADED BUFORD		Application	3/7/2023	97/827,511