

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (7707/0216)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as Retiring Administrative Agent		11/15/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Successor Administrative Agent
Street Address:	1808 Aston Avenue
Internal Address:	Suite 250
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association: UNITED STATES

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: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

CH \$190.00 6436087

ATTORNEY DOCKET NUMBER:	098073/0048
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	11/17/2023

Total Attachments: 11

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**ASSIGNMENT OF TRADEMARK
SECURITY INTEREST**

This **ASSIGNMENT OF TRADEMARK SECURITY INTEREST** (this “**Security Interest Assignment**”), dated as of November 15, 2023, is by **Capital One, National Association**, as the current and resigning Administrative Agent (in such capacity, the “**Retiring Administrative Agent**”) and **Wells Fargo Bank, National Association**, acting in its capacity as the successor Administrative Agent (in such capacity, the “**Successor Administrative Agent**”).

RECITALS:

WHEREAS, Raising Cane’s USA, L.L.C., as “Grantor”, and Retiring Administrative Agent are parties to those certain grants of security interest in trademarks identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreement**”), pursuant to which the Grantor granted to the Retiring Administrative Agent a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in and to the Marks (as such term is defined in the Agreement) set forth on Exhibit 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 Guarantee and Security Agreement referred to in the Agreement) of the Marks, and all causes of action arising prior to or after the date of the Agreement for infringement of any of the Marks or unfair competition regarding the same (collectively, the “**Trademark Collateral**”); and

WHEREAS, pursuant to that certain Successor Agent Appointment Agreement and Fifth Amendment to Credit Agreement, dated as of November 15, 2023, by and among the Retiring Administrative Agent and Successor Administrative Agent, Retiring Administrative Agent assigned to Successor Administrative Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Administrative Agent hereby assigns and transfers, without recourse, representation, warranty or other assurance of any kind by Retiring Administrative Agent, to Successor Administrative Agent and its successors all of Retiring Administrative Agent’s rights, powers, duties and interests under the Agreement, including the Retiring Administrative Agent’s Security Interest in the Trademark Collateral, and Successor Administrative Agent hereby accepts and assumes all such rights, powers, duties and interests of Retiring Administrative Agent under the Agreement, including the Security Interest in the Trademark Collateral, as if Resigning Administrative Agent were the original Administrative Agent thereunder.

This Security Interest Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Retiring Administrative Agent authorizes and requests that the United States Patent and

Trademark Office record this Security Interest Assignment.

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IN WITNESS WHEREOF, Retiring Administrative Agent and Successor Administrative Agent have caused this Security Interest Assignment to be duly executed as of the date first above written.

RETIRING ADMINISTRATIVE AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION

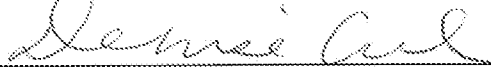
By: Patrick McCarthy

Name: Patrick McCarthy

Title: Senior Vice President

SUCCESSOR ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Denise Crouch

Title: Vice President

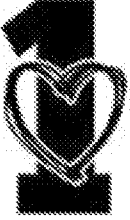

EXHIBIT A

Grant of Security Interest in Trademarks dated as of November 25, 2020 and recorded with the United States Patent and Trademark Office on November 25, 2020 at Reel 7115, Frame 0831.

Grant of Supplemental Security Interest in Trademarks dated as of March 24, 2022 and recorded with the United States Patent and Trademark Office on April 29, 2022 at Reel 7707, Frame 0216.

EXHIBIT B

Reel 7115, Frame 0831

Trademark	Serial #	Reg. #	Owner	Filing Date	Reg. Date
CANE'S GEAR	90153815		Raising Cane's USA, LLC	9/2/2020	
CANE'S	88798287		Raising Cane's USA, LLC	2/14/2020	
	88278927	6009212	Raising Cane's USA, LLC	1/28/2019	3/10/2020
	88278908	6009211	Raising Cane's USA, LLC	1/28/2019	3/10/2020
RAISING CANE'S CHICKEN FINGERS	88306647	5828971	Raising Cane's USA, LLC	2/19/2019	8/6/2019
CANIAC	88306731	5821935	Raising Cane's USA, LLC	2/19/2019	7/30/2019
RAISING CANE'S	88306719	5821934	Raising Cane's USA, LLC	2/19/2019	7/30/2019

	88306702	5821933	Raising Cane's USA, LLC	2/19/2019	7/30/2019
	88278887	5821860	Raising Cane's USA, LLC	1/28/2019	7/30/2019
THERE'S A NEW CLUCK-EN TOWN	87540003	5722989	Raising Cane's USA, LLC	7/24/2017	4/9/2019
NATIONAL CHICKEN FINGER DAY	87562026	5553243	Raising Cane's USA, LLC	8/9/2017	09/04/2018
MY CANE'S IS YOUR CANE'S	86625669	4907547	Raising Cane's USA, LLC	5/11/2015	03/01/2016
THIS IS MY CANE'S	86625655	4907546	Raising Cane's USA, LLC	5/11/2015	03/01/2016
ONE LOVE ADVENTURE	86418408	4844116	Raising Cane's USA, LLC	10/4/2014	11/03/2015
	85966221	4494192	Raising Cane's USA, LLC	6/21/2013	03/11/2014

Assignment of Trademark Security Interest

TRADEMARK
REEL: 008262 FRAME: 0221

1LV	85568191	5967673	Raising Cane's USA, LLC	3/13/2012	1/21/2020
LIP SAUCE	85616658	4464612	Raising Cane's USA, LLC	5/4/2012	01/14/2014
WINNER WINNER CHICKEN DINNER!	85653065	4370964	Raising Cane's USA, LLC	6/15/2012	07/23/2013
RAISING CANE'S	78431875	3272782	Raising Cane's USA, LLC	6/8/2004	04/11/2006
NATIONAL CHICKEN FINGER DAY	85410736	4296623	Raising Cane's USA, LLC	8/30/2011	02/26/2013
FEED YOUR GAME FACE	78461999	3177932	Raising Cane's USA, LLC	8/4/2004	11/28/2006
RAISING CANE'S	775468865	3583353	Raising Cane's USA, LLC	8/14/2008	03/03/2009
THE 3 FINGER COMBO	77542853	3583343	Raising Cane's USA, LLC	8/8/2008	03/03/2009
THE BOX COMBO	77528624	3694747	Raising Cane's USA, LLC	7/22/2008	10/13/2009

Assignment of Trademark Security Interest

TRADEMARK
REEL: 008262 FRAME: 0222

ALWAYS FRESH NEVER FROZEN	77201728	3769684	Raising Cane's USA, LLC	6/8/2007	04/06/2010
ALWAYS FRESH NEVER EVER FROZEN	77198958	3769682	Raising Cane's USA, LLC	6/6/2007	04/06/2010
CANE'S SAUCE	77323968	3461499	Raising Cane's USA, LLC	11/7/2007	07/08/2008
ALWAYS FRESH NEVER FROZEN	77094337	3342290	Raising Cane's USA, LLC	1/30/2007	11/20/2007
RAISING CANS WITH RAISING CANE'S	77100089	3328582	Raising Cane's USA, LLC	2/6/2007	11/06/2007
RAISING CANE'S CHICKEN FINGERS	76410889	2739919	Raising Cane's USA, LLC	5/23/2002	07/22/2003
CANE'S LOVE	76435994	3123944	Raising Cane's USA, LLC	7/29/2002	08/01/2006
ONE LOVE	76579348	3033511	Raising Cane's USA, LLC	3/4/2004	12/27/2005
THE BOX THAT ROCKS	76436261	2704553	Raising Cane's USA, LLC	7/30/2002	04/02/2003

Assignment of Trademark Security Interest

TRADEMARK
REEL: 008262 FRAME: 0223

WHAT ARE YA...CHICKEN?	76434880	2704547	Raising Cane's USA, LLC	7/26/2002	04/08/2003
WANT SOME CHICKEN?	76434879	2704546	Raising Cane's USA, LLC	7/26/2002	04/08/2003
CANIAC	76434878	2892474	Raising Cane's USA, LLC	7/26/2002	10/12/2004
	76434877	2785751	Raising Cane's USA, LLC	7/26/2002	11/25/2003
	76418112	2773218	Raising Cane's USA, LLC	6/5/2002	10/14/2003
	75755824	2343712	Raising Cane's USA, LLC	7/20/1999	04/18/2000

Assignment of Trademark Security Interest

TRADEMARK
REEL: 008262 FRAME: 0224

Reel 7707, Frame 0216

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

Assignment of Trademark Security Interest