

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536540

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Trademark Security Agreements to Successor Collateral Agent |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|----------------------------|
| Jefferies Finance LLC, as Resigning Collateral Agent | | 08/13/2019 | Limited Liability Company: |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Wilmington Trust, National Association, as Successor Collateral Agent |
| Street Address: | 50 South Sixth Street |
| Internal Address: | Suite 1290 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 74

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 3877707 | 5 KICKIN' FLAVORS |
| Registration Number: | 3948464 | |
| Registration Number: | 3877709 | ANONYMOUS CHICKEN |
| Registration Number: | 4176803 | AUSSIE |
| Registration Number: | 3941868 | BACKWOODS B-B-Q |
| Registration Number: | 3945772 | BACON CHEDDAR WORKS |
| Registration Number: | 4844547 | BACON CHEESE CHAMP |
| Registration Number: | 3703466 | BACONZILLA |
| Registration Number: | 5058993 | BACONZILLA! |
| Registration Number: | 4052106 | BBQZILLA |
| Registration Number: | 1952628 | BIG BUFORD |
| Registration Number: | 4629634 | BRING IT BOX |
| Registration Number: | 4180455 | CHA-CHING |
| Registration Number: | 1643779 | CHAMP BURGER |
| Registration Number: | 2590861 | CHECKERBURGER |
| Registration Number: | 1782889 | CHECKERS |
| Registration Number: | 2654258 | CHECKERS |

CH \$1865.00 3877707

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 1656487 | CHECKERS BURGERS-FRIES-COLAS |
| Registration Number: | 1956292 | CHECKERS BURGERS FRIES COLAS |
| Registration Number: | 4475417 | CHECKERS CRAZY GOOD FOOD |
| Registration Number: | 4475416 | CHECKERS CRAZY GOOD FOOD |
| Registration Number: | 4840296 | CHEESE CHAMP |
| Registration Number: | 4467293 | CHEESE CHILI CHEESE FRIES |
| Registration Number: | 2513306 | CHEESE DOUBLE CHEESE |
| Registration Number: | 3877708 | CLASSIC WINGS |
| Registration Number: | 4614650 | CRAZY GOOD |
| Registration Number: | 3883766 | CRAZY GOOD |
| Registration Number: | 2932974 | DEEP SEA DOUBLE |
| Registration Number: | 3945810 | DEVOUR THE NIGHT |
| Registration Number: | 4445160 | DO LATE NIGHT RIGHT |
| Registration Number: | 4526888 | EAT BIG & SAVE |
| Registration Number: | 3941514 | FEAST ON |
| Registration Number: | 3868605 | FIERY JALAPENO DOUBLE |
| Registration Number: | 3945773 | FLAVOR BUILT BURGERS |
| Registration Number: | 3670729 | FLAVORHOOD |
| Registration Number: | 4724285 | FRY LOVE |
| Registration Number: | 4467120 | FRY LOVER'S BURGER |
| Registration Number: | 1964791 | HONEYGRILLED CHICKEN |
| Registration Number: | 4259062 | HOLE-LOTTA |
| Registration Number: | 4052107 | MEGAZILLA |
| Registration Number: | 1750671 | |
| Registration Number: | 1799768 | |
| Registration Number: | 3871491 | MORE FOR LESS |
| Registration Number: | 2592669 | RALLY'S BURGERS FRIES COLAS |
| Registration Number: | 4475419 | RALLY'S CRAZY GOOD FOOD |
| 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: | 3948935 | SAVORY SHROOM & SWISS |
| Registration Number: | 3982613 | SEASONED OPINIONS |
| Registration Number: | 1795371 | |
| Registration Number: | 1838887 | |
| Registration Number: | 4152628 | SHROOMZILLA |

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 4176940 | SMOKIN' SAUSAGE |
| Registration Number: | 5111269 | STEAKZILLA! |
| Registration Number: | 5062976 | THE FLAVORHOOD |
| Registration Number: | 4696821 | TWO CHEESY |
| Registration Number: | 4133170 | TWO'S YOUR DADDY |
| Registration Number: | 4034566 | ZILLA COMBOS |
| Registration Number: | 5210764 | #FASTFOODIE |
| Registration Number: | 5801864 | BACONTASTIC |
| Registration Number: | 5402933 | BOSSWICH |
| Registration Number: | 5774119 | CRAZY GOOD LEARNING |
| Registration Number: | 5628278 | FAST FOODIE |
| Registration Number: | 5628279 | FAST FOODIES |
| Registration Number: | 5210766 | FAST FOODIES KNOW THE DEAL |
| Registration Number: | 5656020 | GRILLED2GO |
| Registration Number: | 5470612 | MANGO PALOOZA |
| Registration Number: | 5752007 | UNBELIEVE-A-MELT |
| Registration Number: | 3929639 | GLOBACO |
| Registration Number: | 3929626 | THE FAST FOODIE |
| Registration Number: | 4122307 | OFFICIAL BURGER OF TAMPA BAY |

CORRESPONDENCE DATA

Fax Number: 6172359492

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: 2125969167

Email: gary.lee@ropesgray.com

Correspondent Name: Gary Lee

Address Line 1: Ropes and Gray LLP, 1211 Avenue of the a

Address Line 2: 39th Floor

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER: 107024-0068

NAME OF SUBMITTER: Gary Lee

SIGNATURE: /Gary Lee/

DATE SIGNED: 08/14/2019

Total Attachments: 7

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**ASSIGNMENT OF
GRANTS OF SECURITY INTEREST IN TRADEMARKS**

THIS ASSIGNMENT OF GRANTS OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is made and entered into as of August 13, 2019 by Jefferies Finance LLC, as the resigning Collateral Agent (in such capacity, the "Resigning Collateral Agent"), in favor of Wilmington Trust, National Association, as the successor Collateral Agent (in such capacity, the "Successor Collateral Agent").

W I T N E S S E T H

WHEREAS, the Resigning Collateral Agent is party to that certain Security Agreement (Second Lien), dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Checkers Drive-In Restaurants, Inc., a Delaware corporation ("Checkers Drive-In"), TFF, LLC, a Florida limited liability company (which merged into Checkers Drive-In on September 1, 2017) ("TFF"), and Official Burger of Tampa Bay, Inc., a Florida corporation (which merged into Checkers Drive-In on January 2, 2018) ("Official Burger" and collectively with Checkers Drive-In and TFF, the "Grantors"), the other grantors party thereto, and the Resigning Collateral Agent;

WHEREAS, pursuant to (i) the Security Agreement, and (ii) the Notice of Grant of Security Interest in Trademarks, dated as of April 25, 2017, made by Checkers Drive-In in favor of the Resigning Collateral Agent, which was recorded at the United States Patent and Trademark Office (the "USPTO") on April 26, 2017, at Reel/Frame 6043/0175, the Notice of Grant of Security Interest in Trademarks, dated as of April 25, 2017, made by TFF in favor of the Resigning Collateral Agent, which was recorded at the USPTO on April 26, 2017, at Reel/Frame 6043/0410, the Notice of Grant of Security Interest in Trademarks, dated as of April 25, 2017, made by Official Burger in favor of the Resigning Collateral Agent, which was recorded at the USPTO on April 26, 2017, at Reel/Frame 6043/0198, and the Notice of Grant of Security Interest in Trademarks, dated as of July 29, 2019, made by Checkers Drive-In in favor of the Resigning Collateral Agent, which was recorded at the USPTO on July 30, 2019, at Reel/Frame 6706/0819 (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements"), the Grantors have granted to the Resigning Collateral Agent a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Trademark Collateral (as such term is defined in each Trademark Security Agreement), including, without limitation, those trademark registrations and applications set forth on Schedule I hereto;

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of August 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Successor Agent Agreement"), among the Grantors, the other Loan Parties party thereto, the Resigning Collateral Agent, the Successor Collateral Agent, and the Lenders party thereto, the Resigning Collateral Agent has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Agreement Documents (as defined in the Security Agreement), and the Successor Collateral Agent has assumed and succeeded to all of the rights, powers, privileges and duties of the Resigning Collateral Agent as administrative and collateral agent thereunder; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent desire to enter into this Assignment to evidence the assignment by the Resigning Collateral Agent to the Successor Collateral Agent of all of the Resigning Collateral Agent's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, the Resigning Collateral Agent's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Collateral Agent and the Successor Collateral Agent hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. The Resigning Collateral Agent hereby transfers, assigns, grants and conveys to the Successor Collateral Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and the Successor Collateral Agent hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens. This Assignment is being executed and delivered in accordance with and shall be governed by the Credit Agreement, the Security Agreement, and the Successor Agent Agreement.
3. Recordation. Effective upon the date first written above, the Resigning Collateral Agent authorizes and requests that the USPTO record the Successor Collateral Agent as the successor collateral agent for the Secured Parties in the Trademark Collateral.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles which would require the application of the laws of another jurisdiction.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

THE RESIGNING COLLATERAL AGENT:

JEFFERIES FINANCE LLC,
as the Resigning Collateral Agent

By: Paul Chisholm

Name: Paul Chisholm

Title: Managing Director

[Signature Page to Assignment of Grants of Security Interest in Trademarks]

TRADEMARK
REEL: 006720 FRAME: 0066

ACCEPTED AND AGREED

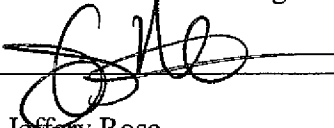
as of the date above first written:

THE SUCCESSOR COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

as the Successor Collateral Agent

By: _____

A handwritten signature in black ink, appearing to be 'JR', written over a horizontal line.

Name: Jeffery Rose

Title: Vice President

[Signature Page to Assignment of Grants of Security Interest in Trademarks]

Schedule I

TRADEMARKS

Reel/Frame 6043/0175

Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--|-------------------------|--------------------------|
| 5 KICKIN' FLAVORS | 3,877,707 | 11/16/2010 |
| ANONYMOUS CHICKEN DESIGN | 3,948,464 | 4/19/2011 |
| ANONYMOUS CHICKEN | 3877709 | 11/16/2010 |
| AUSSIE | 4,176,803 | 7/17/2012 |
| BACKWOODS B-B-Q | 3,941,868 | 4/5/2011 |
| BACON CHEDDAR WORKS | 3,945,772 | 4/12/2011 |
| BACON CHEESE CHAMP | 4,844,547 | 11/3/2015 |
| BACONZILLA | 3,703,466 | 10/27/2009 |
| BACONZILLA! | 5,058,993 | 10/11/2016 |
| BBQZILLA | 4,052,106 | 11/8/2011 |
| BIG BUFORD | 1,952,628 | 1/30/1996 |
| BRING IT BOX | 4,629,634 | 10/28/2014 |
| CHA-CHING | 4,180,455 | 7/24/2012 |
| CHAMP BURGER | 1,643,779 | 5/7/1991 |
| CHECKERBURGER | 2,590,861 | 7/9/2002 |
| CHECKERS | 1,782,889 | 7/20/1993 |
| CHECKERS | 2,654,258 | 11/26/2002 |
| CHECKERS BURGERS-FRIES-COLAS (AND DESIGN) WHITE BACKGROUND | 1,656,487 | 9/10/1991 |
| CHECKERS BURGERS-FRIES-COLAS (AND DESIGN) LINED TO SHOW THE COLORS RED AND YELLOW | 1,956,292 | 2/13/1996 |
| CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE | 4,475,417 | 1/28/2014 |
| CHECKERS CRAZY GOOD FOOD (AND DESIGN) IN COLOR | 4,475,416 | 1/28/2014 |
| CHEESE CHAMP | 4,840,296 | 10/27/2015 |
| CHEESE CHILI CHEESE FRIES | 4,467,293 | 1/14/2014 |
| CHEESE DOUBLE CHEESE | 2,513,306 | 11/27/2001 |
| CLASSIC WINGS | 3,877,708 | 11/16/2010 |
| CRAZY GOOD | 4,614,650 | 9/30/2014 |
| CRAZY GOOD | 3,883,766 | 11/30/2010 |
| DEEP SEA DOUBLE | 2,932,974 | 3/15/2005 |

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| DEVOUR THE NIGHT | 3,945,810 | 4/12/2011 |
| DO LATE NIGHT RIGHT | 4,445,160 | 12/3/2013 |
| EAT BIG & SAVE | 4,526,888 | 5/6/2014 |
| FEAST ON | 3,941,514 | 4/5/2011 |
| FIERY JALAPENO DOUBLE | 3868605 | 10/26/2010 |
| FLAVOR BUILT BURGERS | 3,945,773 | 4/12/2011 |
| FLAVORHOOD | 3,670,729 | 8/18/2009 |
| FRY LOVE | 4,724,285 | 4/21/2015 |
| FRY LOVER'S BURGER | 4,467,120 | 1/14/2014 |
| HONEYGRILLED CHICKEN | 1964791 | 03/26/1996 |
| HOLE-LOTTA | 4,259,062 | 12/11/2012 |
| MEGAZILLA | 4,052,107 | 11/8/2011 |
| MISCELLANEOUS DESIGN (BLDG DESIGN) | 1,750,671 | 2/2/1993 |
| MISCELLANEOUS DESIGN (CHECKERS MAN) | 1,799,768 | 10/19/1993 |
| MORE FOR LESS | 3,871,491 | 11/2/2010 |
| RALLY'S BURGERS FRIES COLAS (AND DESIGN) LINED FOR THE COLOR(S) RED AND YELLOW | 2,592,669 | 7/9/2002 |
| RALLY'S CRAZY GOOD FOOD (AND DESIGN) IN BLACK AND WHITE | 4,475,419 | 1/28/2014 |
| RALLY'S CRAZY GOOD FOOD (AND DESIGN) IN COLOR | 4,475,418 | 1/28/2014 |
| RALLY'S HAMBURGERS (AND DESIGN) MAN EATING BURGER | 1,362,660 | 9/24/1985 |
| RALLYBURGER | 1,799,561 | 10/19/1993 |
| RALLY'S | 1,735,052 | 11/24/1992 |
| RALLY'S BURGERS FRIES COLAS (AND DESIGN) | 2,595,536 | 7/16/2002 |
| SAVORY SHROOM & SWISS | 3,948,935 | 4/19/2011 |
| SEASONED OPINIONS | 3,982,613 | 6/21/2011 |
| SENSORY MARK (CHA-CHING) | 1,795,371 | 9/28/1993 |
| SENSORY MARK (CHING) | 1,838,887 | 6/7/1994 |
| SHROOMZILLA | 4,152,628 | 6/5/2012 |
| SMOKIN' SAUSAGE | 4,176,940 | 7/17/2012 |
| STEAKZILLA! | 5,111,269 | 12/27/2016 |
| THE FLAVORHOOD | 5,062,976 | 10/18/2016 |
| TWO CHEESY | 4,696,821 | 3/3/2015 |
| TWO'S YOUR DADDY | 4,133,170 | 4/24/2012 |
| ZILLA COMBOS | 4,034,566 | 10/4/2011 |

Reel/Frame 6706/0819

Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------------------|-------------------------|--------------------------|
| #FASTFOODIE | 5,210,764 | 5/23/2017 |
| BACONTASTIC | 5,801,864 | 7/09/2019 |
| BOSSWICH | 5,402,933 | 2/13/2018 |
| CRAZY GOOD LEARNING | 5,774,119 | 6/11/2019 |
| FAST FOODIE | 5,628,278 | 12/11/2018 |
| FAST FOODIES | 5,628,279 | 12/11/2018 |
| FAST FOODIES KNOW THE DEAL | 5,210,766 | 5/23/2017 |
| GRILLED2GO | 5,656,020 | 1/15/2019 |
| MANGO PALOOZA | 5,470,612 | 5/15/2018 |
| UNBELIEVE-A-MELT | 5,752,007 | 5/14/2019 |

Reel/Frame 6043/0410

Trademarks Owned by TFF, LLC (n/k/a Checkers Drive-In Restaurants, Inc.)

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
| GLOBACO | 3,929,639 | 3/8/2011 |
| THE FAST FOODIE | 3,929,626 | 3/8/2011 |

Reel/Frame 6043/0198

Trademarks Owned by
Official Burger of Tampa Bay, Inc. (n/k/a Checkers Drive-In Restaurants, Inc.)

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------------|-------------------------|--------------------------|
| OFFICIAL BURGER OF TAMPA BAY | 4122307 | 4/3/2012 |