

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carl Karcher Enterprises, Inc.		07/12/2010	CORPORATION: CALIFORNIA
Channel Islands Roasting Company		07/12/2010	CORPORATION: CALIFORNIA
Hardee's Food Systems, Inc.		07/12/2010	CORPORATION: NORTH CAROLINA
CKE Restaurants, Inc.		07/12/2010	CORPORATION: DELAWARE
Santa Barbara Restaurant Group, Inc.		07/12/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 115**

Property Type	Number	Word Mark
Registration Number:	0914469	
Registration Number:	1631819	
Registration Number:	0965266	
Registration Number:	2220433	
Registration Number:	1297845	
Registration Number:	2423698	
Registration Number:	2281660	
Registration Number:	2290206	CARL'S JR.
Registration Number:	2288997	CARL'S JR.

OP \$2890.00 0914469

Registration Number:	1383339	
Registration Number:	1112013	
Registration Number:	1151330	
Registration Number:	3328058	BACON SWISS CRISPY CHICKEN
Registration Number:	3628566	BREAKFAST AS BIG AS OUR BURGERS
Registration Number:	3619807	CARL'S CATCH FISH SANDWICH
Registration Number:	3489655	CARL'S CLASSICS
Registration Number:	0901315	CARL'S JR.
Registration Number:	1400272	CARL'S JR.
Registration Number:	2141498	CARL'S JR. JR.
Registration Number:	3524587	CARL'S JR. CHARBROILED BURGERS
Registration Number:	3550634	CARL'S JR. CHARBROILED BURGERS
Registration Number:	3807406	CARL'S JR. CHARBROILED BURGERS
Registration Number:	3791079	CARL'S JR. GOING GREEN!
Registration Number:	3719412	CARL'S JR. CHARBROILED BURGERS OPEN 'TIL MIDNIGHT OR LATER
Registration Number:	2272061	COOL COMBOS FOR KIDS
Registration Number:	2773975	COOL KIDS COMBOS
Registration Number:	2625830	DON'T BOTHER ME. I'M EATING
Registration Number:	3612923	FAMOUS STAR
Registration Number:	1475407	FRENCH TOAST DIPS
Registration Number:	1424179	FRENCH TOAST DIPS
Registration Number:	1084351	HAPPY STAR
Registration Number:	2002665	IF IT DOESN'T GET ALL OVER THE PLACE, IT DOESN'T BELONG IN YOUR FACE
Registration Number:	3042947	LOW CARB BREAKFAST BOWL
Registration Number:	3773116	MORE THAN JUST A PIECE OF MEAT
Registration Number:	2613177	SOME GUYS WOULD STARVE WITHOUT US
Registration Number:	2716876	STAR DINER
Registration Number:	3395496	SUNRISE CROISSANT
Registration Number:	1247828	SUNRISE SANDWICH
Registration Number:	1099039	SUPER STAR
Registration Number:	3573079	THE BACON CHEESE SIX DOLLAR BURGER
Registration Number:	3573078	THE DOUBLE SIX DOLLAR BURGER
Registration Number:	3522036	THE FOOD IS THE FRANCHISE

Registration Number:	3573081	THE GUACAMOLE BACON SIX DOLLAR BURGER
Registration Number:	3573080	THE LOW CARB SIX DOLLAR BURGER
Registration Number:	3573082	THE ORIGINAL SIX DOLLAR BURGER
Registration Number:	3697646	THE PRIME RIB SIX DOLLAR BURGER
Registration Number:	2980088	THE SIX DOLLAR BURGER
Registration Number:	3369114	THE SIX DOLLAR BURGER
Registration Number:	2912799	THE WESTERN BACON SIX DOLLAR BURGER
Registration Number:	1456922	WESTERN BACON CHEESEBURGER
Registration Number:	1481762	WESTERN BACON CHEESEBURGER
Serial Number:	77571463	BURGER SLAYER
Serial Number:	77470916	CARL'S JR. CHARBROILED BURGERS OPEN 'TIL MIDNIGHT OR LATER
Serial Number:	77837693	DOUBLE WESTERN BACON CHEESEBURGER
Serial Number:	77566683	FIRING ON ALL CYLINDERS
Serial Number:	77474270	GREAT BURGERS DEMAND GREAT FLAVORS
Serial Number:	85018661	LITTLE CARL
Serial Number:	77476701	MONSTER BREAKFAST SANDWICH
Serial Number:	77836598	THE BIG CARL
Serial Number:	77772629	THE BIG CARL
Serial Number:	77591635	THE GUY GAMES
Serial Number:	77837710	THE JALAPENO SIX DOLLAR BURGER
Serial Number:	77837704	THE PORTOBELLO MUSHROOM SIX DOLLAR BURGER
Serial Number:	85007756	THE WHEEL OF AWESOME
Registration Number:	3026862	CHANNEL ISLANDS ROASTING COMPANY
Registration Number:	3026879	CHANNEL ISLANDS ROASTING CO.
Registration Number:	1957006	BIG COUNTRY
Registration Number:	2650355	BIG TWIN
Registration Number:	3739930	BISCUIT HOLES
Registration Number:	1776896	BURGER CHEF
Registration Number:	1832980	BURGER CHEF
Registration Number:	2562539	COME ON HOME
Registration Number:	3049236	FRISCO BREAKFAST SANDWICH
Registration Number:	3040986	HAND-SCOOPED ICE CREAM SHAKES & MALTS
Registration Number:	1825221	HARDEE'S
Registration Number:	1729627	HARDEE'S

Registration Number:	0741048	HARDEE'S
Registration Number:	1774336	HARDEE'S
Registration Number:	1817990	HARDEE'S
Registration Number:	1872913	HARDEE'S FRISCO
Registration Number:	3276896	HOME OF THE THICKBURGER
Registration Number:	1998838	HOT MELTS
Registration Number:	1716175	MONSTER BURGER
Registration Number:	3672671	MONSTER THICKBURGER
Registration Number:	3583173	PRIME RIB THICKBURGER
Registration Number:	1932512	RISE AND SHINE
Registration Number:	2830916	SLAMMERS
Registration Number:	1815228	TAILGATE PACK
Registration Number:	0758506	THE FRISCO
Registration Number:	3026394	THICKBURGER
Registration Number:	3362346	THICKBURGERS
Registration Number:	2037209	WHERE AMERICA GOES FOR BREAKFAST!
Registration Number:	3784437	GLUTEN-FREE IT.
Registration Number:	3789824	HASH ROUNDS
Registration Number:	3784436	LOW CARB IT.
Registration Number:	3784022	THE BIG HARDEE
Registration Number:	3784438	TRIM IT.
Registration Number:	3784435	VEG IT.
Registration Number:	2417015	HARDEE'S CHARBROILED BURGERS
Registration Number:	2292781	HARDEE'S CHARBROILED BURGERS
Registration Number:	3295053	HARDEE'S CHARBROILED THICKBURGERS
Serial Number:	85013693	MADE FROM SCRATCH BISCUITS
Serial Number:	85054231	THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN
Serial Number:	85054235	BECAUSE THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN
Serial Number:	85047496	MONSTER BISCUIT
Serial Number:	75236939	STAR BUFFET
Serial Number:	78487859	CKE RESTAURANTS
Registration Number:	1689454	THE GREEN BURRITO
Registration Number:	2924101	GREEN BURRITO
Registration Number:	2846557	

Registration Number:	1707040	BIG ED BURRITO
Registration Number:	3015454	GREEN BURRITO
Registration Number:	3412372	THE AUTHENTIC ALTERNATIVE
Registration Number:	3526233	THE GREEN BURRITO
Registration Number:	3263524	RED BURRITO

**CORRESPONDENCE DATA**

Fax Number: (212)378-2610  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 701-3345  
Email: accessin@sprynet.com  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	07/21/2010

Total Attachments: 17  
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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

CHANNEL ISLANDS ROASTING COMPANY , a California corporation, Citizenship - US - CA

Hardee's Food Systems, Inc., a North Carolina corporation, Citizenship - US - NC

CKE Restaurants, Inc., a Delaware corporation, Citizenship - US DE

Santa Barbara Restaurant Group, Inc., a Delaware corporation, Citizenship - US DE

TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of July 12, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, this "Agreement"), made by each of the undersigned (the "Grantors") in favor of Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Security Agreement defined below).

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of July 12, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among Columbia Lake Acquisition Corp., a Delaware corporation ("Merger Sub", with references to the "Borrower" herein being to Merger Sub, prior to the Merger (as defined in the Credit Agreement (defined below)), and to CKE Restaurants, Inc., following the Merger), each Subsidiary Party (as defined therein) and the Agent and (b) the Credit Agreement dated as of July 12, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Columbia Lake Acquisition Holdings, Inc., a Delaware corporation, the Borrower, the Lenders party thereto from time to time, the Agent and the other parties party thereto.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- a. all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (but

excluding "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051), and all renewals thereof, including those listed on Schedule I attached hereto (the "Trademarks");

- b. all goodwill associated with or symbolized by the Trademarks;
- c. all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- d. all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent generally and 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.

SECTION 4. **Credit Agreement.** In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. **Intercreditor Agreement Governs.** REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 6. **Choice of Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

[Signature Pages Follow]



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

**GRANTORS:**

**CKE RESTAURANTS, INC., for Itself and as Sole  
Member of CKE DISTRIBUTION, LLC and  
AEROWAYS, LLC**

**CARL KARCHER ENTERPRISES, INC.**

**HARDEE'S FOOD SYSTEMS, INC.**

**FLAGSTAR ENTERPRISES, INC.**

**SPARDEE'S REALTY, INC.**

**HED, INC.**

**BURGER CHEF SYSTEMS, INC.**

**SANTA BARBARA RESTAURANT GROUP, INC.**


**GB FRANCHISE CORPORATION**

**CHANNEL ISLANDS ROASTING COMPANY**

**CARL'S JR. REGION VIII, INC.**

**CKE REIT II, INC.**

By: \_\_\_\_\_

  
Name: Theodore Abajian

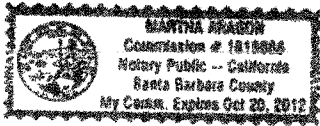
Title: Executive Vice President and Chief  
Financial Officer

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SANTA BARBARA    )

On July 8, 2010 before me, Martha Aragon, Notary Public, personally appeared Theodore Abajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.




WITNESS my hand and official seal.

*Martha Aragon*

\_\_\_\_\_  
Signature of Notary Public

**ACCEPTED:**

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent and Collateral Agent

By:   
Name: Emily Johnson  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004246 FRAME: 0118**














Schedule I






Trademarks

See Attached.

## Schedule to Trademark Security Agreement



### CARL KARCHER ENTERPRISES, INC. FEDERAL TRADEMARK REGISTRATIONS

Mark	Class	App. No. App. Date	Reg. No. Reg. Date
	42	72/334,588 08/06/69	914,469 06/08/71
	32	74/044,288 03/29/90	1,631,819 01/15/91
	42	72/423,039 05/01/72	965,266 07/31/73
	42	75/406,528 12/17/97	2,220,433 01/26/99
	29, 30 & 31	73/391,494 09/28/82	1,297,845 09/25/84
	42	75/433,545 02/12/98	2,423,698 01/23/01
	42	75/555,439 09/18/98	2,281,660 09/28/99
	42	75/555,225 09/18/98	2,290,206 11/02/99
	42	75/556,437 09/23/98	2,288,997 10/26/99
	16, 20 & 21	73/502,849	1,383,339 02/18/86
	42	73/173,129	1,112,013 01/23/79
	42	73/220,022 06/18/79	1,151,330 04/14/81
BACON SWISS CRISPY CHICKEN	30	77/068,334 12/20/06	3,328,058 10/30/07
BREAKFAST AS BIG AS OUR BURGERS	43	77/507,193 06/24/08	3,628,566 05/26/09
CARL'S CATCH FISH SANDWICH	30	77/068,329 12/20/06	3,619,807 05/12/09
	43	77/169,214 04/30/07	3,489,655 08/19/08

Mark	Class	App. No. App. Date	Reg. No. Reg. Date
CARL'S JR.	42	72/334,587 08/06/69	901,315 10/20/70
CARL'S JR.	16, 20 & 21	73/504,895 10/22/84	1,400,272 07/08/86
CARL'S JR. JR.	42	75/135,837 07/18/96	2,141,498 03/03/98
	43	77/004,737 09/21/06	3,524,587 10/28/08
	43	77/007,123 09/25/06	3,550,634 12/23/08
	43	77/007,125 09/25/06	3,807,406 06/22/2010
	43	77/665,551 02/06/09	3,791,079 05/18/2010
	43	77/470,877 05/09/08	3,719,412 12/01/09
COOL COMBOS FOR KIDS	42	75/504,661 06/18/98	2,272,061 08/24/99
COOL KIDS COMBOS	30	76/329,542 10/23/01	2,773,975 10/14/03
DON'T BOTHER ME, I'M EATING	42	75/923,187 02/18/00	2,625,830 09/24/02
FAMOUS STAR	30	77/068,396 12/20/06	3,612,923 04/28/09
FRENCH TOAST DIPS	42	73/551,361 08/02/85	1,475,407 02/02/88
FRENCH TOAST DIPS	30	73/602,432 08/02/85	1,424,179 01/06/87
HAPPY STAR	42	73/105,777 11/08/76	1,084,351 01/31/78
IF IT DOESN'T GET ALL OVER THE PLACE IT DOESN'T BELONG IN YOUR FACE	42	74/701,374 07/14/95	2,002,665 09/24/96
LOW CARB BREAKFAST BOWL	30	78/361,639 02/03/04	3,042,947 01/10/06
MORE THAN JUST A PIECE OF MEAT	43	77/665,571 08/25/09	3,773,116 04/06/10
SOME GUYS WOULD STARVE WITHOUT US	42	75/923,125 02/18/00	2,613,177 08/27/02
STAR DINER	42	75/741,941 07/01/99	2,716,876 05/20/03
SUNRISE CROISSANT	30	77/068,405 12/20/06	3,395,496 03/11/08
SUNRISE SANDWICH	30	73/359,281 04/12/82	1,247,828 08/09/83
SUPER STAR	42	73/125,696 05/09/77	1,099,039 08/08/78
THE BACON CHEESE SIX DOLLAR BURGER	30	77/068,351 12/20/06	3,573,079 02/10/09
THE DOUBLE SIX DOLLAR BURGER	30	77/068,342 12/20/06	3,573,078 02/10/09


Mark	Class	App. No. App. Date	Reg. No. Reg. Date
THE FOOD IS THE FRANCHISE	35	77/276,306 09/11/07	3,522,036 10/21/08
THE GUACAMOLE BACON SIX DOLLAR BURGER	30	77/068,375 12/20/06	3,573,081 02/10/09
THE LOW CARB SIX DOLLAR BURGER	30	77/068,364 12/20/06	3,573,080 02/10/09
THE ORIGINAL SIX DOLLAR BURGER	30	77/068,385 12/20/06	3,573,082 02/10/09
THE PRIME RIB SIX DOLLAR BURGER	30	77/537,266 08/01/08	3,697,646 10/20/09
THE SIX DOLLAR BURGER	30	76/319,349 09/28/01	2,980,088 07/26/05
THE SIX DOLLAR BURGER	30	77/221,824 07/03/07	3,369,114 01/15/08
THE WESTERN BACON SIX DOLLAR BURGER	30	78/260,526 06/10/03	2,912,799 12/21/04
WESTERN BACON CHEESEBURGER	42	73/457,446 12/15/83	1,456,922 09/08/87
WESTERN BACON CHEESEBURGER	30	73/636,886 12/22/86	1,481,762 03/22/88

**CARL KARCHER ENTERPRISES, INC.  
PENDING FEDERAL TRADEMARK APPLICATIONS**

Mark	Class	App. No. App. Date
BURGER SLAYER	43	77/571,463 09/16/08
	43	77/470,916 05/09/08
DOUBLE WESTERN BACON CHEESEBURGER	30	77/837,693 09/29/09
FIRING ON ALL CYLINDERS	43	77/566,683 09/10/08
GREAT BURGERS DEMAND GREAT FLAVORS	43	77/474,270 05/14/08
LITTLE CARL	30, 43	85/018,661 4/20/2010
MONSTER BREAKFAST SANDWICH	43	77/476,701 05/16/08
	30	77/836,598 09/02/09
THE BIG CARL	30	77/772,629 07/01/09
THE GUY GAMES	43	77/591,635 10/13/08
THE JALAPENO SIX DOLLAR BURGER	30	77/837,710 09/29/09
THE PORTOBELLO MUSHROOM SIX DOLLAR BURGER	30	77/837,704 09/29/09
THE WHEEL OF AWESOME	9, 41	85/007756 04/06/10



**CHANNEL ISLANDS ROASTING COMPANY  
FEDERAL TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>
CHANNEL ISLANDS ROASTING COMPANY	78/394,317 03/31/04	3,026,862 12/13/05
	78/395,785 04/02/04	3,026,879 12/13/05

**HARDEE'S FOOD SYSTEMS, INC.  
FEDERAL TRADEMARK REGISTRATIONS**

<i>Trademark</i>	<i>Reg. No.</i>	<i>Registration Date</i>
BIG COUNTRY	1957006	2/20/1996
BIG TWIN	2650355	11/12/2002
BISCUIT HOLES	3739930	1/19/2010
BURGER CHEF	1776896	6/15/1993
BURGER CHEF and Design	1832980	4/26/1994
COME ON HOME	2562539	4/16/2002
FRISCO BREAKFAST SANDWICH	3049236	1/24/2006
HAND SCOOPED ICE CREAM SHAKES & MALTS and Design	3040986	1/10/2006
HARDEE'S	1825221	3/8/1994
HARDEE'S	1729627	11/3/1992
HARDEE'S	0741048	11/20/1962
HARDEE'S and Design	1774336	6/1/1993
HARDEE'S and Design	1817990	1/25/1994
HARDEE'S FRISCO	1872913	1/10/1995
HOME OF THE THICKBURGER	3276896	8/7/2007
HOT MELTS	1998838	9/3/1996
MONSTER BURGER	1716175	9/15/1992
MONSTER THICKBURGER	3672671	8/25/2009
PRIME RIB THICKBURGER	3583173	3/3/2009
RISE AND SHINE	1932512	11/7/1995
SLAMMERS	2830916	4/6/2004
TAILGATE PACK	1815228	1/4/1994
THE FRISCO and Design	0758506	10/15/1963
THICKBURGER	3026394	12/13/2005
THICKBURGERS	3362346	1/1/2008
WHERE AMERICA GOES FOR BREAKFAST	2037209	2/11/1997
GLUTEN-FREE IT	3784437	5/4/2010
HASH ROUNDS	3789824	5/18/2010
LOW CARB IT	3784436	5/4/2010
THE BIG HARDEE	3784022	5/4/2010
TRIM IT	3784438	5/4/2010
VEG IT	3784435	5/4/2010

**JOINTLY REGISTERED: HARDEE'S FOOD SYSTEMS, INC. AND CARL KARCHER  
ENTERPRISES, INC  
FEDERAL TRADEMARK REGISTRATIONS**

<i>Trademark</i>	<i>Reg. No.</i>	<i>Registration Date</i>
HARDEE'S CHARBROILED BURGERS and Design	2417015	1/2/2001
HARDEE'S CHARBROILED BURGERS and Design	2292781	11/16/1999
HARDEE'S CHARBROILED THICKBURGERS and Design	3295053	9/18/2007
THE FOOD IS THE FRANCHISE	3522036	10/21/2008

**HARDEE'S FOOD SYSTEMS, INC.  
PENDING FEDERAL TRADEMARK APPLICATIONS**

<i>Trademark</i>	Ser. No.	App. Date
MADE FROM SCRATCH BISCUITS and Design	85/013693	04/14/2010
THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN	85054231	03-JUN-2010
BECAUSE THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN	85054235	03-JUN-2010
MONSTER BISCUIT	85047496	25-MAY-2010

**CKE RESTAURANTS, INC. FEDERAL TRADEMARK REGISTRATIONS**

STAR BUFFET	42	75/236,939 02/05/97	2,265,351 07/27/99
CKE RESTAURANTS	43	78/487,859 09/22/04	3,070,410 03/21/06

**SANTA BARBARA RESTAURANT GROUP  
FEDERAL TRADEMARK REGISTRATIONS**

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
	42	74/165,474 5/10/91	1,689,454 05/26/92
<b>GREEN BURRITO®</b>	43	78/154,779 08/15/02	2,924,101 02/10/05
	43	78/154,781 08/15/02	2,846,557 05/25/04
BIG ED BURRITO	30	74/108,931 10/22/90	1,707,040 08/11/92
GREEN BURRITO	43	78/480,525 09/08/04	3,015,454 11/15/05
THE AUTHENTIC ALTERNATIVE	43	77/101,561 02/07/07	3,412,372 04/15/08
THE GREEN BURRITO	29, 30	77/068,306 12/20/06	3,526,233 11/04/08
RED BURRITO	43	78/645,336 06/07/05	3,263,524 07/10/07