

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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.		06/28/2012	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	8377 E. Hartford Drive, Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2343712	RAISING CANE'S CHICKEN FINGERS
Registration Number:	2704546	WANT SOME CHICKEN?
Registration Number:	2704547	WHAT ARE YA...CHICKEN?
Registration Number:	2704553	THE BOX THAT ROCKS
Registration Number:	2739919	RAISING CANE'S CHICKEN FINGERS
Registration Number:	2773218	RAISING CANE'S CHICKEN FINGERS
Registration Number:	2785751	RAISING CANE'S CHICKEN FINGERS ONE LOVE
Registration Number:	2892474	CANIAC
Registration Number:	3033511	ONE LOVE
Registration Number:	3123944	CANE'S LOVE
Registration Number:	3177932	FEED YOUR GAME FACE
Registration Number:	3272782	RAISING CANE'S
Registration Number:	3328582	RAISING CANS WITH RAISING CANE'S
Registration Number:	3342290	ALWAYS FRESH. NEVER FROZEN

**TRADEMARK**

CH \$640.00 2343712

Registration Number:	3461499	CANE'S SAUCE
Registration Number:	3583343	THE 3 FINGER COMBO
Registration Number:	3583353	RAISING CANE'S
Registration Number:	3694747	THE BOX COMBO
Registration Number:	3769682	ALWAYS FRESH, NEVER EVER FROZEN
Registration Number:	3769684	ALWAYS FRESH. NEVER FROZEN.
Serial Number:	85568191	1LV
Serial Number:	85616658	LIP SAUCE
Serial Number:	85410736	NATIONAL CHICKEN FINGER DAY
Serial Number:	85531777	RAISE A LITTLE CANE
Serial Number:	85653065	WINNER! WINNER! CHICKEN DINNER

**CORRESPONDENCE DATA**

Fax Number: 6023826070  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 6023826551  
Email: pdemello@swlaw.com  
Correspondent Name: Ryan D. Ricks, SNELL & WILMER L.L.P.  
Address Line 1: 400 E. Van Buren  
Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	16902.0049
NAME OF SUBMITTER:	Ryan D. Ricks
Signature:	/Ryan D. Ricks/
Date:	06/29/2012

**Total Attachments: 6**  
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## SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Raising Cane's Restaurants, L.L.C., a Louisiana limited liability company (the "Borrower"), the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lender Parties, and grants to the Administrative Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule 1* hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

Section 7. Amendment and Restatement. This agreement amends, restates and replaces the Amended and Restated Trademark Security Agreement dated July 15, 2011, by Grantor in favor of Administrative Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement 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., a Louisiana limited liability company

By: Lloyd Bartlett, Inc., a Louisiana corporation, Manager

By: [Signature]

Todd B. Graves  
President

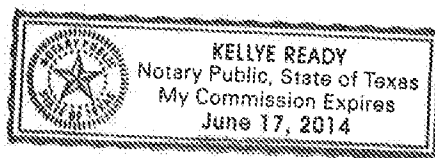
"GRANTOR"

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas )  
County of Collin ) } ss.

On this 16<sup>th</sup> day of June, 2012 before me personally appeared Todd B. Graves, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Raising Cane's USA, L.L.C., a Louisiana limited liability company, who being by me duly sworn did depose and say that he is an authorized member of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its manager and members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature: Kellye Ready]  
Notary Public



SCHEDULE I

Federal Trademark Registrations and Pending Trademark Applications

Mark	Goods and Services	Registration No. / Serial No.	Registration Date / Application Date	Owner of Record
RAISING CANE'S CHICKEN FINGERS and Design	IC 042. US 100 101. G & S: Restaurant services. FIRST USE: 19960829. FIRST USE IN COMMERCE: 19960829	2,343,712	April 18, 2000	Raising Cane's USA, L.L.C.  (Title Chain: Lloyd Bartlett, Inc. to New LB, Inc.; New LB Inc. to Lloyd Bartlett, Inc.; Lloyd Bartlett Inc. to Raising Cane's USA, L.L.C.)
WANT SOME CHICKEN?	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 19990604. FIRST USE IN COMMERCE: 19990604	2,704,546	April 8, 2003	Raising Cane's USA, L.L.C.
WHAT ARE YA...CHICKEN?	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 19991119. FIRST USE IN COMMERCE: 19991119	2,704,547	April 8, 2003	Raising Cane's USA, L.L.C.
THE BOX THAT ROCKS	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 20010709. FIRST USE IN COMMERCE: 20010709	2,704,553	April 8, 2003	Raising Cane's USA, L.L.C.
RAISING CANE'S CHICKEN FINGERS	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 19960829. FIRST USE IN COMMERCE: 19960829	2,739,919	July 22, 2003	Raising Cane's USA, L.L.C.
RAISING CANE'S CHICKEN FINGERS and Design	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 20011103. FIRST USE IN COMMERCE: 20011103	2,773,218	October 14, 2003	Raising Cane's USA, L.L.C.
RAISING CANE'S CHICKEN FINGERS ONE LOVE and Design	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 20011103. FIRST USE IN COMMERCE: 20011103	2,785,751	November 25, 2003	Raising Cane's USA, L.L.C.
CANIAC	IC 029. US 046. G & S: Prepared meals consisting primarily of chicken. FIRST USE: 20001001. FIRST USE IN COMMERCE: 20001001	2,892,474	October 12, 2004	Raising Cane's USA, L.L.C.

ONE LOVE	IC 043. US 100 101. G & S: RESTAURANT SERVICES. FIRST USE: 20011100. FIRST USE IN COMMERCE: 20011100	3,033,511	December 27, 2005	Raising Cane's USA, L.L.C.
CANE'S LOVE	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 20031000. FIRST USE IN COMMERCE: 20050515	3,123,944	August 1, 2006	Raising Cane's USA, L.L.C.
FEED YOUR GAME FACE	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 20040400. FIRST USE IN COMMERCE: 20040400	3,177,932	November 28, 2006	Raising Cane's USA, L.L.C.
RAISING CANE'S	IC 032. US 045 046 048. G & S: Non-alcoholic beverages, namely, lemonade. FIRST USE: 19960900. FIRST USE IN COMMERCE: 20010500 IC 029. US 046. G & S: Food products, namely, chicken fingers, crinkle cut french fried potatoes and creamy cole slaw. FIRST USE: 19960900. FIRST USE IN COMMERCE: 20010500 IC 030. US 046. G & S: Food products, namely, sauces, honey mustard dressing, thick buttered toasted bread, non-alcoholic beverages, namely sweet and unsweetened iced tea. FIRST USE: 19960900. FIRST USE IN COMMERCE: 20010500	3,272,782	July 31, 2007	Raising Cane's USA, L.L.C.
RAISING CANS WITH RAISING CANE'S	IC 035. US 100 101 102. G & S: Charitable services, namely, coordination of the procurement and distribution of canned food donations through a community relations event to help end starvation in America. FIRST USE: 20011100. FIRST USE IN COMMERCE: 20011100	3,328,582	November 6, 2007	Raising Cane's USA, L.L.C.
ALWAYS FRESH. NEVER FROZEN	IC 043. US 100 101. G & S: RESTAURANT SERVICES. FIRST USE: 20030214. FIRST USE IN COMMERCE: 20030214	3,342,290	November 20, 2007	Raising Cane's USA, L.L.C.
CANE'S SAUCE	IC 030. US 046. G & S: Dipping sauces. FIRST USE: 19960800. FIRST USE IN COMMERCE: 19960800	3,461,499	July 8, 2008	Raising Cane's USA, L.L.C.
THE 3 FINGER COMBO	IC 029. US 046. G & S: prepared combination meals consisting primarily of a chicken entrée and a drink. FIRST USE: 20050000. FIRST USE IN COMMERCE: 20050000	3,583,343	March 3, 2009	Raising Cane's USA, L.L.C.
RAISING CANE'S	IC 043. US 100 101. G & S: restaurant services. FIRST USE: 19960829. FIRST USE IN COMMERCE: 19960829	3,583,353	March 3, 2009	Raising Cane's USA, L.L.C.

Contract No(s): 14334001 and 14334002  
Asset No(s): 021771, et al.

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**TRADEMARK**  
**REEL: 004812 FRAME: 0137**

THE BOX COMBO	IC 029. US 046. G & S: prepared meals consisting primarily of a chicken entrée and a drink. FIRST USE: 19990000. FIRST USE IN COMMERCE: 19990000	3,694,747	October 13, 2009	Raising Cane's USA, L.L.C.
ALWAYS FRESH, NEVER EVER FROZEN	IC 043. US 100 101. G & S: Restaurant services. FIRST USE: 20010815. FIRST USE IN COMMERCE: 20010815	3,769,682	April 6, 2010	Raising Cane's USA, L.L.C.
ALWAYS FRESH. NEVER FROZEN.	IC 043. US 100 101. G & S: Restaurant services. FIRST USE: 20010815. FIRST USE IN COMMERCE: 20010815	3,769,684	April 6, 2010	Raising Cane's USA, L.L.C.
ILV	IC 016. US 002 005 022 023 029 037 038 050. G & S: Stickers (based on use); bumper stickers (based on intent-to-use). FIRST USE: 20120104. FIRST USE IN COMMERCE: 20120104 IC 025. US 022 039. G & S: Apparel; hats and caps IC 043. US 100 101. G & S: Restaurant services. FIRST USE: 20120104. FIRST USE IN COMMERCE: 20120104	85/568,191	Filed March 13, 2012	Raising Cane's USA, L.L.C.
LIP SAUCE	IC 003. US 001 004 006 050 051 052. G & S: LIP BALM. FIRST USE: 20120403. FIRST USE IN COMMERCE: 20120403	85/616,658	Filed May 4, 2012	Raising Cane's USA, L.L.C.
NATIONAL CHICKEN FINGER DAY	C 035. US 100 101 102. G & S: CUSTOMER LOYALTY SERVICES FOR COMMERCIAL, PROMOTIONAL AND/OR ADVERTISING PURPOSES FOR CUSTOMERS OF RESTAURANTS AND RESTAURANT SERVICES. FIRST USE: 20100700. FIRST USE IN COMMERCE: 20100700 IC 043. US 100 101. G & S: RESTAURANT SERVICES, AND RESTAURANT SERVICES FEATURING LOYALTY PROGRAMS FOR CUSTOMERS OF RESTAURANTS AND RESTAURANT SERVICES. FIRST USE: 20100700. FIRST USE IN COMMERCE: 20100700	85/410,736	Filed August 30, 2011	Raising Cane's USA, L.L.C.
RAISE A LITTLE CANE	IC 035. US 100 101 102. G & S: Charitable and fundraising services in support of animal welfare and related organizations IC 043. US 100 101. G & S: Restaurant services. FIRST USE: 20111125. FIRST USE IN COMMERCE: 20111125	85/531,777	Filed February 2, 2012	Raising Cane's USA, L.L.C.