

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hardee's Food Systems LLC		04/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hardee's SPV Guarantor LLC
Street Address:	6307 Carpinteria Ave.
City:	Carpinteria
State/Country:	CALIFORNIA
Postal Code:	93013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	3963533	BECAUSE THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN
Registration Number:	4059434	BIG BAG LUNCH
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:	4209332	CRISPY CURLS
Registration Number:	4156072	FRESH & JUICY
Registration Number:	3049236	FRISCO BREAKFAST SANDWICH
Registration Number:	3784437	GLUTEN-FREE IT.
Registration Number:	4219312	HAND-SCOOPED ICE CREAM SHAKES & MALTS
Registration Number:	1825221	HARDEE'S

CH \$1290.00 3963533

Registration Number:	0741048	HARDEE'S
Registration Number:	1729627	HARDEE'S
Registration Number:	1817990	HARDEE'S
Registration Number:	1774336	HARDEE'S
Registration Number:	1872913	HARDEE'S FRISCO
Registration Number:	3789824	HASH ROUNDS
Registration Number:	4027145	HOME OF THE BOTTOMLESS CUP
Registration Number:	3276896	HOME OF THE THICKBURGER
Registration Number:	1998838	HOT MELTS
Registration Number:	3784436	LOW CARB IT.
Registration Number:	3928134	MONSTER BISCUIT
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:	4041610	SO GOOD OUR BISCUITS ARE JEALOUS
Registration Number:	1815228	TAILGATE PACK
Registration Number:	3784022	THE BIG HARDEE
Registration Number:	0758506	THE FRISCO
Registration Number:	3963532	THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN
Registration Number:	3026394	THICKBURGER
Registration Number:	3362346	THICKBURGERS
Registration Number:	3784438	TRIM IT.
Registration Number:	3784435	VEG IT.
Registration Number:	2037209	WHERE AMERICA GOES FOR BREAKFAST!
Registration Number:	2292781	HARDEE'S CHARBROILED BURGERS
Registration Number:	4006305	HARDEE'S
Registration Number:	4105727	HARDEE'S CHARBROILED THICKBURGERS
Registration Number:	3295053	HARDEE'S CHARBROILED THICKBURGERS
Registration Number:	4218636	HARDEE'S CHARBROILED THICKBURGERS
Registration Number:	4024054	JUST THE WAY IT IS
Registration Number:	4231553	OUR NEXT SUCCESS STORY IS YOU
Registration Number:	4056491	STARS FOR TROOPS
Registration Number:	3522036	THE FOOD IS THE FRANCHISE

	4112383	THE WHEEL OF AWESOME
Serial Number:	85560744	OUR NEXT SUCCESS STORY...YOU
Serial Number:	85560597	OUR NEXT SUCCESS STORY: YOU

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: dgaier@paulweiss.com, emendes@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20408-001
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	04/02/2013

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of April 1, 2013, by and between Hardee's Food Systems LLC, a Delaware limited liability company located at 6307 Carpinteria Ave., Carpinteria, CA 93013 ("Assignor"), and Hardee's SPV Guarantor LLC, a Delaware limited liability company located at 6307 Carpinteria Ave., Carpinteria, CA 93013 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1, and all goodwill connected with the use thereof or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have an to hold the same unto the Assignee and its successors and assigns forever as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC 1051(c), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

HARDEE'S FOOD SYSTEMS LLC

By: 

Name: Charles A. Seigel III

Title: Secretary

HARDEE'S SPV GUARANTOR LLC

By: 

Name: Charles A. Seigel III

Title: Secretary

[Signature Page to Trademark Assignment of Hardee's Food Systems LLC]

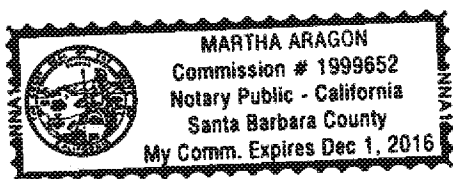
TRADEMARK
REEL: 004995 FRAME: 0641

ACKNOWLEDGMENT

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

On March 26, 2013 before me, MARTHA ARAGON, NOTARY PUBLIC, personally appeared Charles Alan Seigel, III, 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 capacities, and that by his signatures 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.







Signature of Notary Public




My Commission Expires: December 1, 2016

Trademarks

Trademark	Design	Owner Name	Country	Application Date	Serial No./ Registration No.	Registration Date	Status
BECAUSE THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN		Hardee's Food Systems LLC	United States	6/3/2010	SN: 85/054235 RN: 3963533	5/17/2011	Registered
BIG BAG LUNCH		Hardee's Food Systems LLC	United States	3/31/2011	SN: 85/281964 RN: 4059434	11/22/2011	Registered
BIG COUNTRY		Hardee's Food Systems LLC	United States	10/8/1993	SN: 74/446728 RN: 1957006	2/20/1996	Registered
BIG TWIN		Hardee's Food Systems LLC	United States	12/5/2000	SN: 76/175519 RN: 2650355	11/12/2002	Registered
BISCUIT HOLES		Hardee's Food Systems LLC	United States	6/22/2009	SN: 77/765298 RN: 3739930	1/19/2010	Registered
BURGER CHEF		Hardee's Food Systems LLC	United States	10/9/1992	SN: 74/321969 RN: 1776896	6/15/1993	Registered
BURGER CHEF and Design		Hardee's Food Systems LLC	United States	10/13/1992	SN: 74/322334 RN: 1832980	4/26/1994	Registered
CRISPY CURLS		Hardee's Food Systems LLC	United States	1/24/2012	SN: 85/523611 RN: 4209332	9/18/2012	Registered
FRESH & JUICY		Hardee's Food Systems LLC	United States	1/13/2012	SN: 85/516130 RN: 4156072	6/5/2012	Registered (Supplemental)
FRISCO BREAKFAST SANDWICH		Hardee's Food Systems LLC	United States	7/7/2004	SN: 78/446827 RN: 3049236	1/24/2006	Registered
GLUTEN-FREE IT.		Hardee's Food Systems LLC	United States	9/23/2009	SN: 77/832962 RN: 3784437	5/4/2010	Registered

Trademark	Design	Owner Name	Country	Application Date	Serial No./ Registration No.	Registration Date	Status
HAND-SCOOPED ICE CREAM SHAKES & MALTS and Design		Hardee's Food Systems LLC	United States	9/30/2011	SN: 85/436258 RN: 4219312	10/2/2012	Registered
HARDEE'S		Hardee's Food Systems LLC	United States	1/21/1996	SN: 74/350280 RN: 1825221	3/8/1994	Registered
HARDEE'S		Hardee's Food Systems LLC	United States	1/29/1962	SN: 72/136764 RN: 0741048	11/20/1962	Registered
HARDEE'S		Hardee's Food Systems LLC	United States	2/7/1992	SN: 74/244008 RN: 1729627	11/3/1992	Registered
HARDEE'S and Design		Hardee's Food Systems LLC	United States	1/21/1993	SN: 74/350278 RN: 1817990	1/25/1994	Registered
HARDEE'S and Design		Hardee's Food Systems LLC	United States	5/24/1991	SN: 74/169950 RN: 1774336	6/1/1993	Registered
HARDEE'S FRISCO		Hardee's Food Systems LLC	United States	7/13/1992	SN: 74/293308 RN: 1872913	1/10/1995	Registered
HASH ROUNDS		Hardee's Food Systems LLC	United States	9/8/2009	SN: 77/821452 RN: 3789824	5/18/2010	Registered
HOME OF THE BOTTOMLESS CUP		Hardee's Food Systems LLC	United States	1/12/2011	SN: 85/216010 RN: 4027145	9/13/2011	Registered
HOME OF THE THICKBURGER		Hardee's Food Systems LLC	United States	5/31/2005	SN: 78/639909 RN: 3276896	8/7/2007	Registered
HOT MELTS		Hardee's Food Systems LLC	United States	11/22/1993	SN: 74/462146 RN: 1998838	9/3/1996	Registered
LOW CARB IT.		Hardee's Food Systems LLC	United States	9/23/2009	SN: 77/832957 RN: 3784436	5/4/2010	Registered
MONSTER BISCUIT		Hardee's Food Systems LLC	United States	5/25/2010	SN: 85/047496 RN: 3928134	3/8/2011	Registered
MONSTER BURGER		Hardee's Food Systems LLC	United States	5/17/1991	SN: 74/167579 RN: 1716175	9/15/1992	Registered

Trademark	Design	Owner Name	Country	Application Date	Serial No./ Registration No.	Registration Date	Status
MONSTER THICKBURGER		Hardee's Food Systems LLC	United States	2/11/2009	SN: 77/667983 RN: 3672671	8/25/2009	Registered
PRIME RIB THICKBURGER		Hardee's Food Systems LLC	United States	7/24/2008	SN: 77/530993 RN: 3583173	3/3/2009	Registered
RISE AND SHINE		Hardee's Food Systems LLC	United States	9/13/1993	SN: 74/437264 RN: 1932512	11/7/1995	Registered
SLAMMERS		Hardee's Food Systems LLC	United States	2/6/2003	SN: 78/211871 RN: 2830916	4/6/2004	Registered
SO GOOD OUR BISCUITS ARE JEALOUS		Hardee's Food Systems LLC	United States	3/16/2011	SN: 85/268259 RN: 4041610	10/18/2011	Registered
TAILGATE PACK		Hardee's Food Systems LLC	United States	10/19/1992	SN: 74/323768 RN: 1815228	1/4/1994	Registered
THE BIG HARDEE		Hardee's Food Systems LLC	United States	9/14/2009	SN: 77/825789 RN: 3784022	5/4/2010	Registered
THE FOOD IS THE FRANCHISE		Hardee's Food Systems LLC	United States	9/11/2007	SN: 77/276306 RN: 3522036	10/21/2008	Registered
THE FRISCO and Design		Hardee's Food Systems LLC	United States	11/21/1961	SN: 72/132431 RN: 0758506	10/15/1963	Registered
THERE'S NOTHING FRESH ABOUT PRE-COOKED CHICKEN		Hardee's Food Systems LLC	United States	6/3/2010	SN: 85/054231 RN: 3963532	5/17/2011	Registered
THICKBURGER		Hardee's Food Systems LLC	United States	2/6/2003	SN: 78/211876 RN: 3026394	12/13/2005	Registered
THICKBURGER S		Hardee's Food Systems LLC	United States	1/16/2006	SN: 78/792184 RN: 3362346	1/1/2008	Registered
TRIM IT.		Hardee's Food Systems LLC	United States	9/23/2009	SN: 77/832966 RN: 3784438	5/4/2010	Registered
VEG IT.		Hardee's Food Systems LLC	United States	9/23/2009	SN: 77/832956 RN: 3784435	5/4/2010	Registered

Trademark	Design	Owner Name	Country	Application Date	Serial No./ Registration No.	Registration Date	Status
WHERE AMERICA GOES FOR BREAKFAST		Hardee's Food Systems LLC	United States	3/28/1996	SN: 75/080014 RN: 2037209	2/11/1997	Registered
		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	10/28/98	SN: 75/578,642 RN: 2,292,781	11/16/99	Registered
		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	02/14/11	SN: 85/241,658 RN: 4,006,305	08/02/11	Registered
		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	10/06/11	SN: 85/441,274 RN: 4,105,727	02/28/12	Registered
		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	08/11/05	SN: 78/690,341 RN: 3,295,053	09/18/07	Registered

Trademark	Design	Owner Name	Country	Application Date	Serial No./ Registration No.	Registration Date	Status
		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	01/28/11	SN: 85/228,949 RN: 4,218,636	10/02/12	Registered
JUST THE WAY IT IS		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	01/26/11	SN: 85/226,619 RN: 4,024,054	09/06/11	Registered
OUR NEXT SUCCESS STORY... YOU		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	03/05/12	SN: 85/560,744 RN: N/A	N/A	Pending
OUR NEXT SUCCESS STORY: YOU		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	03/05/12	SN: 85/560,597 RN: N/A	N/A	Pending

Trademark	Design	Owner Name	Country	Application Date	Serial No./ Registration No.	Registration Date	Status
OUR NEXT SUCCESS STORY IS YOU		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	03/05/12	SN: 85/560,594 RN: 4,231,553	10/23/12	Registered
STARS FOR TROOPS		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	05/04/11	SN: 85/312,267 RN: 4,056,491	11/15/11	Registered
THE FOOD IS THE FRANCHISE		Hardee's Food Systems LLC and Carl Karcher Enterprises LLC	United States	09/11/07	SN: 77/276,306 RN: 3,522,036	10/21/08	Registered
THE WHEEL OF AWESOME		Carl Karcher Enterprises LLC and Hardee's Food Systems LLC	United States	04/06/10	SN: 85/007,756 RN: 4,112,383	03/13/12	Registered