

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Different Rules, LLC		07/08/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Trustee		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5699427	PANNIDOS	
<b>Registration Number:</b>	5294987	BUTTERY JACK	
<b>Registration Number:</b>	5201610	BRUNCHFAST	
<b>Registration Number:</b>	5012940	HOME OF BREAKFAST SERVED ALL DAY	
<b>Registration Number:</b>	5011928	HOME OF BREAKFAST SERVED ALL DAY	
<b>Registration Number:</b>	4996612	DOUBLE JACK	
<b>Registration Number:</b>	4571153	JACK'S MUNCHIE MEAL	
<b>Registration Number:</b>	5191487	MONSTER TACO	
<b>Registration Number:</b>	4240504	BONUS JACK	
<b>Registration Number:</b>	4276035	JACK	
<b>Registration Number:</b>	3783515	JACK IN THE BOX	
<b>Registration Number:</b>	3701423	JACK IN THE BOX	
<b>Registration Number:</b>	3158307	JACK CA\$H	
<b>Registration Number:</b>	2979861		
<b>Registration Number:</b>	3585063	JACK'S GEAR	
<b>Registration Number:</b>	2496050	EXTREME SAUSAGE	
<b>Registration Number:</b>	2355424	WE DON'T MAKE IT 'TIL YOU ORDER IT	
<b>Registration Number:</b>	2305980		
<b>Registration Number:</b>	2294341	JACK'S SPICY CHICKEN	
<b>TRADEMARK</b>			

CH \$790.00 5699427

Property Type	Number	Word Mark
Registration Number:	2258516	
Registration Number:	2202037	SOURDOUGH JACK
Registration Number:	2099851	
Registration Number:	1957318	JACK IN THE BOX
Registration Number:	1806576	JACK IN THE BOX
Registration Number:	1139000	JACK
Registration Number:	1024777	BREAKFAST JACK
Registration Number:	1016137	JUMBO JACK
Registration Number:	0841334	JACK IN THE BOX
Registration Number:	0722380	JACK IN THE BOX
Serial Number:	88254357	
Serial Number:	88235923	

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212-819-2655

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Peter Giovine/White & Case LLP

**Address Line 1:** 1221 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1155272-0003-BC15

**NAME OF SUBMITTER:** Peter Giovine

**SIGNATURE:** /Peter Giovine/

**DATE SIGNED:** 07/08/2019

**Total Attachments: 6**

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## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of July 8, 2019, by DIFFERENT RULES, LLC, a Delaware limited liability company located at 9330 Balboa Avenue, San Diego, CA 92123 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, NY 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the Trademarks (as such term is defined in the Indenture (as defined below)) included in the Collateral (as such term is defined in the Guarantee and Collateral Agreement (as defined below)), including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Secured Trademarks”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 8, 2019, by and among (i) Grantor, (ii) Jack in the Box Franchisor, LLC, a Delaware limited liability company, (iii) Jack in the Box Properties, LLC, a Delaware limited liability company and (iv) Jack in the Box SPV Guarantor, LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including, without limitation, the Secured Trademarks and the goodwill connected with the use of or symbolized by the Secured Trademarks, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, license fees, royalties, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 5.3 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in, to and under the Trademark Collateral granted under the Guarantee and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. § 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. § 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of July 8, 2019, by and among Jack in the Box Funding, LLC, a Delaware limited liability company, as Master Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation, and as applicable, perfection, purposes. The security interests granted pursuant to this Notice are granted in furtherance, and not in

limitation, of the security interests granted to the Trustee pursuant to the Indenture and the Guarantee and Collateral Agreement and the terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

4. This Notice 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 NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

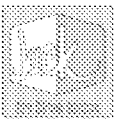





DIFFERENT RULES, LLC,  
a Delaware limited liability company,  
as Grantor

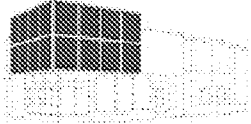
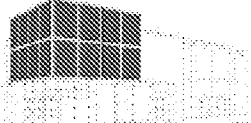
By:   
Name: Michael J. Snider  
Title: Assistant Secretary

*Signature Page to Grant of Security Interest in Trademarks*

**Schedule 1  
Trademarks**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PANNIDOS	88065008	03-AUG-2018	5699427	12-MAR-2019	JACK IN THE BOX INC.
BUTTERY JACK	87322906	02-FEB-2017	5294987	26-SEP-2017	JACK IN THE BOX, INC.
BRUNCHFAST	87050735	26-MAY-2016	5201610	09-MAY-2017	JACK IN THE BOX INC.
HOME OF BREAKFAST SERVED ALL DAY 	86863371	31-DEC-2015	5012940	02-AUG-2016	JACK IN THE BOX, INC.
HOME OF BREAKFAST SERVED ALL DAY 	86831015	24-NOV-2015	5011928	02-AUG-2016	JACK IN THE BOX, INC.
DOUBLE JACK	86805463	30-OCT-2015	4996612	12-JUL-2016	JACK IN THE BOX
JACK'S MUNCHIE MEAL	86067945	18-SEP-2013	4571153	22-JUL-2014	JACK IN THE BOX INC.
MONSTER TACO	86019729	25-JUL-2013	5191487	25-APR-2017	JACK IN THE BOX, INC.
BONUS JACK	85429922	22-SEP-2011	4240504	13-NOV-2012	JACK IN THE BOX INC.
JACK 	77710058	08-APR-2009	4276035	15-JAN-2013	JACK IN THE BOX INC.
JACK IN THE BOX 	77710074	08-APR-2009	3783515	04-MAY-2010	JACK IN THE BOX INC.

JACK IN THE BOX 	77710086	08-APR-2009	3701423	27-OCT-2009	JACK IN THE BOX INC.
JACK CASH	78758233	21-NOV-2005	3158307	17-OCT-2006	JACK IN THE BOX INC.
	78374703	26-FEB-2004	2979861	26-JUL-2005	JACK IN THE BOX INC.
JACK'S GEAR	76169397	21-NOV-2000	3585063	10-MAR-2009	JACK IN THE BOX INC.
EXTREME SAUSAGE	76100658	31-JUL-2000	2496050	09-OCT-2001	JACK IN THE BOX INC.
WE DON'T MAKE IT 'TIL YOU ORDER IT	75809223	27-SEP-1999	2355424	06-JUN-2000	JACK IN THE BOX, INC.
	75574135	20-OCT-1998	2305980	04-JAN-2000	JACK IN THE BOX INC.
JACK'S SPICY CHICKEN	75538644	18-AUG-1998	2294341	23-NOV-1999	JACK IN THE BOX INC.
	75304387	09-JUN-1997	2258516	06-JUL-1999	JACK IN THE BOX INC.
SOURDOUGH JACK	75225126	13-JAN-1997	2202037	03-NOV-1998	JACK IN THE BOX INC.
	74651928	27-MAR-1995	2099851	23-SEP-1997	JACK IN THE BOX INC.
JACK IN THE BOX	74576248	20-SEP-1994	1957318	20-FEB-1996	JACK IN THE BOX INC.
JACK IN THE BOX 	74352406	25-JAN-1993	1806576	23-NOV-1993	JACK IN THE BOX INC.

JACK	73144741	14-OCT-1977	1139000	26-AUG-1980	JACK IN THE BOX INC.
BREAKFAST JACK	73030067	20-AUG-1974	1024777	11-NOV-1975	JACK IN THE BOX INC.
JUMBO JACK	72408512	23-NOV-1971	1016137	15-JUL-1975	JACK IN THE BOX INC.
JACK IN THE BOX	72268652	10-APR-1967	0841334	26-DEC-1967	JACK IN THE BOX INC.
JACK IN THE BOX	72103015	19-AUG-1960	0722380	03-OCT-1961	JACK IN THE BOX INC.
8x8 Purple Corrugated Panels (Trade Dress) 	88/254,357	08-JAN-2019			Jack in the Box Inc.
8x8 Red Corrugated Panels (Trade Dress) 	88/235,923	19-DEC-2018			Jack in the Box Inc.