

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532982

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks
RESUBMIT DOCUMENT ID:	900505618

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jack in the Box Inc.		07/08/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Different Rules, LLC
Street Address:	9330 Balboa Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92123
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	5699427	PANNIDOS
Registration Number:	5294987	BUTTERY JACK
Registration Number:	5201610	BRUNCHFAST
Registration Number:	5012940	HOME OF BREAKFAST SERVED ALL DAY
Registration Number:	5011928	HOME OF BREAKFAST SERVED ALL DAY
Registration Number:	4996612	DOUBLE JACK
Registration Number:	4571153	JACK'S MUNCHIE MEAL
Registration Number:	5191487	MONSTER TACO
Registration Number:	4240504	BONUS JACK
Registration Number:	4276035	JACK
Registration Number:	3783515	JACK IN THE BOX
Registration Number:	3701423	JACK IN THE BOX
Registration Number:	3158307	JACK CA\$H
Registration Number:	2979861	
Registration Number:	3585063	JACK'S GEAR
Registration Number:	2496050	EXTREME SAUSAGE
Registration Number:	2355424	WE DON'T MAKE IT 'TIL YOU ORDER IT
Registration Number:	2305980	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2294341	JACK'S SPICY CHICKEN
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:	07/22/2019

Total Attachments: 6

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of July 8, 2019, by Jack in the Box Inc., a Delaware corporation located at 9330 Balboa Avenue, San Diego, CA 92123 (“Grantor”), in favor of Different Rules, LLC, a Delaware limited liability company located at 9330 Balboa Avenue, San Diego, CA 92123 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Securitized Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Trademarks”); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Securitized Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Securitized Assets in accordance therewith, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed Securitized Assets, including the Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any 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, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party 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 the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan.

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 Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such a loan in the aggregate value of the Contributed Securitized Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, 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 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. 1051(a) or examined and accepted by the USPTO, unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

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

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party’s interest in 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 the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.

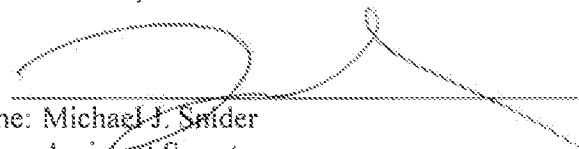
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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 a single agreement.

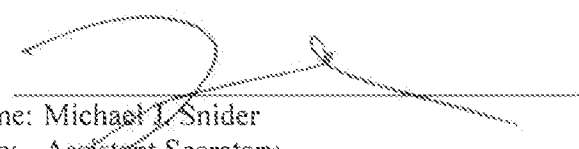
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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

JACK IN THE BOX INC.,
a Delaware corporation, as Grantor

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

DIFFERENT RULES, LLC,
a Delaware limited liability company, as Secured
Party




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







Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks



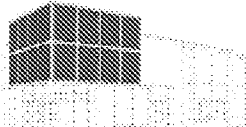
AMERICAS 160355690

TRADEMARK
REEL: 006701 FRAME: 0843

**Schedule 1
Trademarks**

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER OF RECORD
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  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  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.