

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHECKERS DRIVE-IN RESTAURANTS, INC.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5875483	ARCTIC FLOATS	
Registration Number:	5869760	CRAZY GOOD U	
Registration Number:	6165298	DOUBLE CHECKERBURGER	
Registration Number:	6149450	MOTHER CRUNCHER	
Registration Number:	6252553	SQUAWK SAUCE	
Registration Number:	6223433	FRY BOMB GUARANTEE	
Registration Number:	6209415	CHILL STOP	
Registration Number:	6318388	SWEET SIDE	
Registration Number:	6231762	MONSTERELLA STIX	
Serial Number:	88840071	BIG SURF SLUSHIE	
Serial Number:	88841650	FULLY LOADED FRIES	
Serial Number:	88841647	OUR LOVE LANGUAGE	
Serial Number:	88899226	LOADED FRIES	
Serial Number:	90501494	DOUBLE RALLYBURGER	
Serial Number:	90610041	BACON BBQ MOTHER CRUNCHER	
Serial Number:	90610034	CLASSIC MOTHER CRUNCHER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		

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TRADEMARK

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.

Email: bdepeder@jonesday.com, pcyngier@jonesday.com
Correspondent Name: Brittany A. DePeder/Jones Day
Address Line 1: 325 John H. McConnell Blvd., Suite 600
Address Line 4: Columbus, OHIO 43215-2673

ATTORNEY DOCKET NUMBER:	175274-635123
NAME OF SUBMITTER:	BRITTANY A. DEPEDER
SIGNATURE:	/BRITTANY A. DEPEDER/
DATE SIGNED:	05/03/2021

Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2021 (this "Agreement"), made by CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation (the "Pledgor"), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of April, 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Checkers Holdings, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Burger BossCo Intermediate, Inc., a Delaware corporation, and Jefferies Finance LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule

I.

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

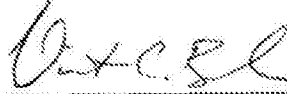
SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

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

**CHECKERS DRIVE-IN RESTAURANTS,
INC.**

By: 

Name: *Vincent C. Brocman*

Title: *Chief Legal Officer*

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

**TRADEMARK
REEL: 007277 FRAME: 0757**

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm

Name: Paul Chisholm

Title: Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 007277 FRAME: 0758

Schedule I to Notice of Grant of Security Interest in Trademarks
Trademarks Owned by Checkers Drive-In Restaurants, Inc.

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
ARCTIC FLOATS	5,875,483	10/01/2019
CRAZY GOOD U	5,869,760	09/24/2019
DOUBLE CHECKERBURGER	6,165,298	09/29/2020
MOTHER CRUNCHER	6,149,450	09/08/2020
SQUAWK SAUCE	6,252,553	01/19/2021
FRY BOMB GUARANTEE	6,223,433	12/15/2020
CHILL STOP	6,209,415	12/01/2020
SWEET SIDE	6,318,388	04/13/2021
MONSTERELLA STIX	6,231,762	12/29/2020

U.S. Trademark Applications

Trademark	Application Number	Application Date
BIG SURF SLUSHIE	88/840,071	03/19/2020
FULLY LOADED FRIES	88/841,650	03/20/2020
OUR LOVE LANGUAGE	88/841,647	03/20/2020
LOADED FRIES	88/899,226	05/04/2020
DOUBLE RALLYBURGER	90/501,494	02/01/2021
BACON BBQ MOTHER CRUNCHER	90/610,041	03/29/2021
CLASSIC MOTHER CRUNCHER	90/610,034	03/29/2021