

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHECKERS DRIVE-IN RESTAURANTS, INC.		05/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
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			
TRADEMARK			

Fax Number: 6172359493

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: 212-841-0406

Email: USTrademarkMail@ropesgray.com,
melissa.karasavidis@ropesgray.com

Correspondent Name: Melissa Karasavidis, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	107024-0068
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NAME OF SUBMITTER:	Melissa Karasavidis
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SIGNATURE:	/Melissa Karasavidis/
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DATE SIGNED:	05/04/2021
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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 May 3, 2021 (this "Agreement"), made by CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second 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 ("Holdings"), and Wilmington Trust, National Association (as successor to 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. *Conflicts.* Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) Jefferies Finance LLC as collateral agent (and its permitted successors) pursuant to the Security Agreement (First Lien), dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Borrower, each subsidiary of the Borrower from time to time party thereto, Holdings and Jefferies Finance LLC, as collateral agent, or (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral (as defined in the First Lien/Second Lien Intercreditor Agreement) is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of April 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), by and among Jefferies Finance LLC, in its capacity as the Initial First-Priority Collateral Agent and First-Priority Collateral Agent, Wilmington Trust, National Association (as successor to Jefferies Finance LLC), in its capacity as the Initial Second-Priority Collateral Agent and Second-Priority Collateral Agent, and the Borrower. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 7. *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 of its security interest in the Trademark Collateral hereunder or under the Security Agreement, execute and deliver to the Pledgor, as the Pledgor may request and at Pledgor’s expense, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon the payment in full in cash of the Secured Obligations (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor, as the Pledgor may request and at Pledgor’s expense, 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. Brockman*
Title: *Chief Legal Officer*

ACCEPTED AND AGREED:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____
Name: **Jeffery Rose**
Title: **Vice President**

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