

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
AMERICA'S DRIVE-IN HOLDING INC.	12/20/2006

**RECEIVING PARTY DATA**

Name:	AMERICA'S DRIVE-IN BRAND PROPERTIES LLC
Street Address:	3500 NORTH ROCK ROAD
Internal Address:	BUILDING 1100
City:	WICHITA
State/Country:	KANSAS
Postal Code:	67226

**PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	5992302
Patent Number:	D416290
Patent Number:	D403083
Patent Number:	D403082
Patent Number:	D402701
Patent Number:	D401286
Application Number:	10951129

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-848-4455  
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 Correspondent Name: Scott Lyne  
 Address Line 1: 599 Lexington Avenue  
 Address Line 2: Shearman & Sterling LLP - IP Docketing

**CH \$280.00 5992302**

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

30859/4

NAME OF SUBMITTER:

Scott Lyne

**Total Attachments: 4**

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## Grant of Security Interest in Patents

GRANT OF SECURITY INTEREST IN PATENTS (the "Grant"), dated as of December 20, 2006, made by AMERICA'S DRIVE-IN HOLDING INC., a Kansas corporation ("Grantor"), in favor of AMERICA'S DRIVE-IN BRAND PROPERTIES LLC, a Kansas limited liability company ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth (or incorporated) in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the Patents that are Registered in the United States and set forth in Schedule 1 attached hereto (collectively, the "Patent Collateral");

WHEREAS, pursuant to the IP Assets Contribution Agreement, dated as of the date hereof, between the Parties (the "Agreement"), Grantor assigned and the Secured Party acquired all right, title and interest in the Franchise IP (as defined therein) throughout the world, including the Patent Collateral, and the Parties have executed a Patent Assignment, dated as of the date hereof, for recording such acquisition in the U.S. Patent and Trademark Office (the "PTO");

WHEREAS, pursuant to the Agreement, in the event a court of competent jurisdiction were to hold that the contribution of the Franchise IP pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Franchise IP as set forth in the Agreement, Grantor granted to the Secured Party a continuing security interest in, and lien on, the Franchise IP, including the Patent Collateral; and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to the Secured Party this Grant for purposes of filing the same with the PTO to confirm and evidence the security interest in the Patent Collateral granted pursuant to the Agreement.

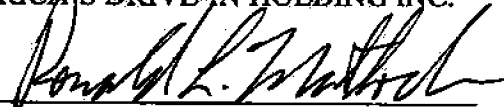
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, the Grantor agrees as follows:

1. Grantor hereby grants to the Secured Party a continuing security interest in, and lien on, the Patent Collateral, in each case now existing or hereafter acquired.
2. The Parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Patent Collateral. Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.

3. Grantor hereby acknowledges and agrees that the security interest in the Patent Collateral may only be terminated in accordance with the terms of the Agreement.

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

AMERICAN'S DRIVE-IN HOLDING INC.

By: 

Name: Ronald L. Matlock

Title: Vice President

[Signature Page to Grant of Security Interest in Patents]



**Schedule 1 - Patent Collateral**

Patent	Country	Patent or Pub. No. / Date Granted or Published	Serial No. / Date Filed	Owner	Status
Food cooking apparatus with direct food temperature sensing	U.S.	5,992,302 19911130	97969199 19971112	America's Drive-In Holding Inc.	Granted
Sign	U.S.	D401286 19981117	9773414 19970708	America's Drive-In Holding Inc.	Granted
Sign	U.S.	D402701 19981215	9773413 19970708	America's Drive-In Holding Inc.	Granted
Roof structure	U.S.	D403082 19981222	9778233 19971022	America's Drive-In Holding Inc.	Granted
Roof structure	U.S.	D403083 19981222	9778346 19971022	America's Drive-In Holding Inc.	Granted
Menu housing	U.S.	D416290 19991109	9770531 19970509	America's Drive-In Holding Inc.	Granted
Drive-in restaurant credit-card transaction system	U.S.	20050177433 20050811	10/951,129 20040927	America's Drive-In Holding Inc.	Pending