

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
Hardee's Food Systems, Inc.	07/12/2010
RECEIVING PARTY DATA	
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5431937
CORRESPONDENCE DATA	
Fax Number:	(212)269-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 701-3345
Email:	accessin@sprynet.com
Correspondent Name:	James P. Murphy, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	James P. Murphy
Total Attachments: 7 source=Hardees Patent Agreement#page2.tif source=Hardees Patent Agreement#page3.tif source=Hardees Patent Agreement#page4.tif source=Hardees Patent Agreement#page5.tif source=Hardees Patent Agreement#page6.tif source=Hardees Patent Agreement#page7.tif	

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EXECUTION VERSION

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 12, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, this "Agreement"), made by each of the undersigned (each, a "Grantor") in favor of Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Security Agreement defined below).

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of July 12, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among Columbia Lake Acquisition Corp., a Delaware corporation ("Merger Sub", with references to the "Borrower" herein being to Merger Sub, prior to the Merger (as defined in the Credit Agreement (defined below)), and to CKE Restaurants, Inc., following the Merger), each Subsidiary Party (as defined therein) and the Agent and (b) the Credit Agreement dated as of July 12, 2010 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Columbia Lake Acquisition Holdings, Inc., a Delaware corporation, the Borrower, the Lenders party thereto from time to time, the Agent and the other parties party thereto.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States, including those listed on Schedule I, and all applications for letters patent of the United States, including those listed on Schedule I;

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent generally and with respect to the Patent 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.

SECTION 4. ***Credit Agreement.*** In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. ***Intercreditor Agreement Governs.*** REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 6. ***Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

[Signature Pages Follow]

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

GRANTORS:

CKE RESTAURANTS, INC., for Itself and as Sole
Member of **CKE DISTRIBUTION, LLC** and
AEROWAYS, LLC

CARL KARCHER ENTERPRISES, INC.

HARDEE'S FOOD SYSTEMS, INC.

FLAGSTAR ENTERPRISES, INC.

SPARDEE'S REALTY, INC.

HED, INC.

BURGER CHEF SYSTEMS, INC.


SANTA BARBARA RESTAURANT GROUP, INC.

GB FRANCHISE CORPORATION

CHANNEL ISLANDS ROASTING COMPANY

CARL'S JR. REGION VIII, INC.

CKE REIT II, INC.

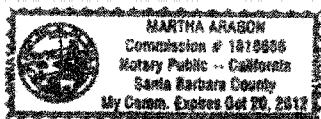
By: 
Name: Theodore Abajian
Title: Executive Vice President and Chief
Financial Officer

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On July 8, 2010 before me, Martha Aragon, Notary Public, personally appeared Theodore Abajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.



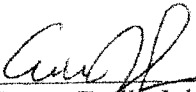
WITNESS my hand and official seal.



Signature of Notary Public

ACCEPTED:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent and Collateral Agent

By: 
Name: Emily Johnson
Title: Vice President

[Patent Security Agreement]

Schedule I

Patents

See Attached.

Schedule to Patent Security Agreement

U.S. Patent

HARDEE'S FOOD SYSTEMS, INC. U.S. PATENT

Title	Reg. No.	Reg. Date
Process For Preparing Oven Roasted Food	5431937	7/11/1995