

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in United States Patents and Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JACK IN THE BOX INC.		01/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	301 South College Street
Internal Address:	5th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0760
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76530238	BISTRO JACK
Serial Number:	76532407	
Serial Number:	78320826	HEAD AND HAT ABOVE THE REST
Serial Number:	76552580	JAVA FIX
Serial Number:	76549005	
Serial Number:	78276892	PANNIDO
Serial Number:	78297501	MONSTER TACO

CORRESPONDENCE DATA

Fax Number: (704)353-3692
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704.331.5792
 Email: docket@kennedycovington.com
 Correspondent Name: Karl S. Sawyer, Jr.
 Address Line 1: 214 North Tryon Street
 Address Line 2: Hearst Tower - 47th Floor

OP \$190.00 76530238

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:

0013567.00076

NAME OF SUBMITTER:

Marcia Siuda, Trademark Paralegal

Total Attachments: 5

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, JACK IN THE BOX INC., a Delaware corporation (the "Assignor"), having its chief executive office at 9330 Balboa Avenue, San Diego, California 92123, hereby assigns and grants to WACHOVIA BANK, NATIONAL ASSOCIATION, with offices at 301 South College Street, 5th Floor, Charlotte, North Carolina 28288-0760, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, as applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of January 8, 2004.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Collateral Agreement, dated as of January 22, 2003 by and among Jack in the Box Inc., certain of its Subsidiaries party thereto, including the Assignor and the Assignee, and reaffirmed by a Reaffirmation and Master Amendment dated as of January 8, 2004 (as may be further amended, restated, modified, or supplemented from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

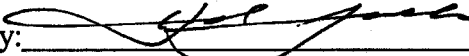
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**TRADEMARK
REEL: 002805 FRAME: 0016**

8th IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
day of January, 2004.

JACK IN THE BOX INC., as Assignor

By: 
Name: Harold L. Sachs
Title: V.P. Treasurer

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Assignee

By: *Louis K Beaudry*
Name: *Louis K Beaudry*
Title: *Director*

Schedule A

PATENTS

NONE

Schedule B

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
BISTRO JACK	76/530,238	07/16/2003		
CRESCENT MOON DESIGN	76/532,407	07/25/2003		
HEAD AND HAT ABOVE THE REST	78/320,826	10/30/2003		
JAVA FIX WORD DESIGN	76/552,580	10/20/2003		
JAVA FIX CUP ON Q DESIGN	76/549,005	10/06/2003		
PANNIDO	78/276,892	07/21/2003		
MONSTER TACO	78/297,501	09/08/2003		

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