



AMENDED AND RESTATED BORROWER TRADEMARK  
SECURITY AGREEMENT

This AMENDED AND RESTATED BORROWER TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2004, is entered into among CKE Restaurants, Inc., a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) (the "Assignor"), and BNP Paribas, a bank organized under the laws of France acting through its Chicago branch, located at 209 South LaSalle, Suite 500, Chicago, IL 60604, acting in its capacity as agent for itself and the Secured Parties (together with its successors and assigns, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Fourth Amended and Restated Borrower Security Agreement, dated as of June 2, 2004, among the Assignor and the Assignee (as amended, restated, supplemented, or otherwise modified from time to time, the "Borrower Security Agreement").

WHEREAS, pursuant to the Borrower Security Agreement, the Assignor is granting a security interest to the Assignee in certain Collateral, including the Trademarks (as defined herein);

WHEREAS, the Assignor has entered into that certain Borrower Trademark Security Agreement, dated as of November 12, 2003, by the Assignor in favor of the Assignee (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Borrower Trademark Security Agreement");

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto wish to amend and restate the Original Borrower Trademark Security Agreement in the form of this Agreement and that this Agreement not constitute a novation thereof;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

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1. Grant of Security Interest

a. As security for the prompt and complete payment and performance in full of all the Obligations, the Assignor hereby confirms its pledge and grant to the Assignee for the benefit of itself and the Secured Parties pursuant to the Original Borrower Trademark Security Agreement, and hereby assigns, pledges and transfers to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, and grants to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on all of the Assignor's right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located, and all Proceeds, products, accessions, additions, substitutions or replacements in respect thereof. It is understood and agreed that the security interest hereunder is not intended to presently convey or assign any Assignor's title in or to the Trademarks.

b. For purposes of this Agreement, "Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule A hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and proceeds of the foregoing including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit.

c. Schedule A hereto contains a true and accurate list of all of the Assignor's U.S. Trademark registrations and applications.

d. The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Borrower Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Borrower Security Agreement and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement or the Borrower Security Agreement or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

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2. Modification of Agreement. The Assignor authorizes the Assignee, upon notice to such Assignor, to modify this Agreement in the name of and on behalf of such Assignor without obtaining such Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by such Assignor. The Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time to subject any such right, title or interest in any owned or subsequently acquired Trademark to the liens and perfection created or contemplated hereby or by the Borrower Security Agreement.

3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full and the Commitments and all Letters of Credit shall have expired or been terminated, this Agreement shall terminate, and the Assignee, at the request and sole expense of the Assignor, will execute and deliver to the Assignor the proper instruments acknowledging termination of this Agreement, and will duly assign, transfer and deliver to the Assignor, without recourse, representation or warranty of any kind whatsoever, such of the Trademarks as have not theretofore been disposed of, applied or released.

4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE).**

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor, the Assignee, the Secured Parties, all future holders of the Obligations and each of their respective successors and assigns, except that the Assignor may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Assignee.

6. Waiver and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10 of the Credit Agreement and as contemplated by Section 2 above, and any such waiver shall apply only with respect to the particular subject of such waiver and only for the time specified in such waiver.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.


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8. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

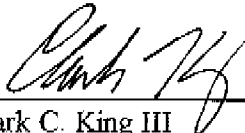
CKE RESTAURANTS, INC.

By:   
Name: \_\_\_\_\_  
Title:

**TED ABAJIAN**  
**EVP & CFO**

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BNP PARIBAS,  
as Agent

By:   
Name: Clark C. King III  
Title: Managing Director

By:   
Name: MICHAEL C. COLIAS  
Title: VICE PRESIDENT





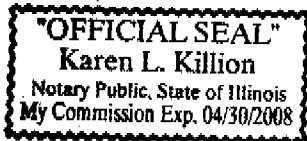
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STATE OF Illinois )  
 )  
COUNTY OF Cook ) ss:

On June 2, 2004, before me, the undersigned, a notary public in and for said state and county, personally appeared Clark C. King III and Michael C. Colias, the persons who executed the within instrument on behalf of BNP Paribas, and acknowledged to me their authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Karen L. Killion  
Notary Public

My Commission Expires:

04/30/2008

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BORROWER TRADEMARK SECURITY AGREEMENT

SCHEDULE A

406265.04-Chicago S1A

**TRADEMARK**  
**REEL: 002870 FRAME: 0071**

## Schedule A to Borrower Trademark Security Agreement

### CKE Restaurants, Inc.

#### Trademark Registrations and Applications

Country	Mark	Class	Appl. No. App. Date	Regis. No. Regis. Date	Renewal Date	Status/ Comments
USA	STAR BUFFET	42	75/236,939 02/05/97	2,265,351 07/27/99	7/27/09	Registered; Section 8 & 15 Affidavits due 7/27/05

#### Domain Names

Domain Name	Registered	Expires	Status
Carlscoolkids.com	9/13/02	10/8/06	Registered
Carlscoolkids.net	9/13/02	10/10/06	Registered
Carlscoolkids.org	9/13/02	10/9/06	Registered
Carlsjrcoolkids.com	9/13/02	10/8/06	Registered
Carlsjrcoolkids.net	9/13/02	10/8/06	Registered
Carlsjrcoolkids.org	9/13/02	10/8/06	Registered
Ckr.com	8/10/95	8/10/08	Registered
Carlsjr.org	6/7/00	6/7/12	Registered
Hardeescoolkids.com	9/13/02	10/10/06	Registered
Hardeescoolkids.net	9/13/02	10/10/06	Registered
Hardeescoolkids.org	9/13/02	10/10/06	Registered
Hardees.com	9/30/98	9/29/08	Registered
Hardees.net	4/19/00	4/19/08	Registered
Thickburgers.com	8/23/02	8/23/05	Registered
Lasalsa.biz	10/4/01	12/13/03	Registered
Sbrg.biz	10/4/01	12/13/03	Registered
Timberlodge.biz	10/4/01	12/13/03	Registered