

Form PTO-1594 (rev 3/1) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Carl Karcher Enterprises, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **California**
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
BNP Paribas
209 South LaSalle, Suite 500
Chicago, Illinois 60604

 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other - **French Bank**
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: **Corrective Recordation to Remove Reg. No. 2079866 from Second Amended and Restated Subsidiary Trademark Security Agreement recorded at Reel/Frame 2779/0827**

Execution Date: **November 12, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No(s).

Additional numbers attached? Yes No

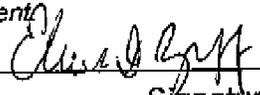
B. Trademark Registration No(s).
2079866

5. Name and address of party to whom correspondence concerning document should be mailed:
Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 1
7. Total fee (37 CFR 3.41) **\$40**
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 071610/84)

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Elaine D. Ziff  5/18/2006
Name Signature Date
Total number of pages including cover sheet, attachments, and document: **67**

CH \$40.00 192385 2079866

Page 2

CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

Hardee's Food Systems, Inc. a North Carolina Corporation

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK
SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2003, is entered into among Carl Karcher Enterprises, Inc., a California corporation located at 401 W. Carl Karcher Way, Anaheim, CA 92801 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) and Hardee's Food Systems, Inc., a North Carolina corporation located at 505 North 7th Street, Suite 2000 St. Louis, MO 63101 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) (each an "Assignor" and collectively, the "Assignors"), 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 Third Amended and Restated Subsidiary Security Agreement, dated as of November 12, 2003, among the Assignors, other assignors thereunder and the Assignee (the "Subsidiary Security Agreement").

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

WHEREAS, the Assignors have entered into that certain Amended and Restated Subsidiary Trademark Security Agreement, dated as of January 31, 2002, by the Assignors in favor of the Assignee (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Subsidiary 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 Subsidiary 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 Assignors and the Assignee hereby agree as follows:

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

1. Grant of Security Interest

a. As security for the prompt and complete payment and performance in full of all the Obligations, each Assignor hereby confirms its pledge and grant to the Assignee for the benefit of itself and the Secured Parties pursuant to the Original Subsidiary 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 each Assignor's respective 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 each 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 Subsidiary 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 Subsidiary 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

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

rights, powers or remedies provided for in this Agreement or the Subsidiary 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.

2. Modification of Agreement. Each 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. Each 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 Subsidiary Security Agreement.

3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full and the Revolving Loan 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 Assignors, will execute and deliver to the Assignors the proper instruments acknowledging termination of this Agreement, and will duly assign, transfer and deliver to the Assignors, 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 Assignors, the Assignee, the Secured Parties, all future holders of the Obligations and each of their respective successors and assigns, except that the Assignors 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

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

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.

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.

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

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

CARL KARCHER ENTERPRISES, INC.

By: Theodore Abajian
Name: Theodore Abajian
Title: Executive Vice President

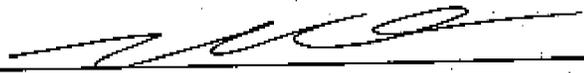
HARDEE'S FOOD SYSTEMS, INC.

By: Theodore Abajian
Name: Theodore Abajian
Title: Executive Vice President

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

BNP PARIBAS,
as Agent

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

By: 
Name:
Title: MICHAEL S. COLLINS
VICE PRESIDENT

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA)
BARBARA)

On November 6, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared TED BENSON, the person who executed the within instrument on behalf of Carl Karcher Enterprises, Inc., and acknowledged to me such person's authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



D. Sorich
Notary Public

My Commission Expires:

9/16/05

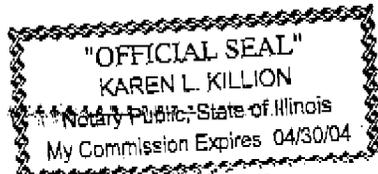
SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF Illinois)
)
COUNTY OF Cook) ss:

On November 5th, 2003, before me, the under-
signed, a notary public in and for said state and county, personally appeared Clark C.
King III and Michael 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:

April 30, 2004

Schedule A to Subsidiary Trademark Security Agreement

Trademark Registrations and Applications

Please see attached.



CARL KARCHER ENTERPRISES, INC.

Domestic Trademark Status Report
Last Updated: November 17, 2003

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|---------------------------------------------------------|
| USA | CKE00.03T | CARL'S JR.  | 42 | 72/334,587 08/06/69 | 901,315 10/20/70 | 10/20/10 | Registered |
| USA | CKE00.04T |  | 42 | 72/334,588 08/06/69 | 914,469 06/08/71 | 06/08/11 | Registered |
| USA | CKE00.0T6 | CARL'S POTATO PLACE | 42 | 370,313 06/18/82 | 1,247,976 08/09/83 | 08/09/03 | Grace period deadline to file renewal is 02/09/04 |
| USA | CKE00.108T |  | 32 | 74/044,288 03/29/90 | 1,631,819 01/15/91 | 01/15/11 | Registered |
| USA | CKE00.114T | GO FOR THE FOOD | 42 | 74/211,532 10/09/91 | 1,765,063 04/13/93 | 04/13/03 | Do Not Renew Per Client 01/31/03 |

Marjorie Martens Olson & Boerlup

Intellectual Property Law
Chicago, Illinois

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| USA | CKE00.14T |  | 42 | 74/423,039 05/01/72 | 965,266 07/31/73 | 07/31/13 | Registered |
| USA | CKE00.164T | CARL'S JR. EXPRESS | 42 | 74/702,443 07/14/95 | 2,079,886 07/15/97 | 07/15/07 | Registered |
| USA | CKE00.165T | CARL'S JR. DRIVE-THRU EXPRESS | 42 | 74/702,431 07/14/95 | 2,074,364 06/24/97 | 06/24/07 | Registered |
| USA | CKE00.166T | IF IT DOESN'T GET ALL OVER THE PLACE, IT DOESN'T BELONG IN YOUR FACE | 42 | 74/701,374 07/14/95 | 2,002,665 09/24/96 | 09/24/06 | Registered |
| USA | CKE00.171T | CON MUCHO GUSTO | 42 | 75/007,181 10/16/95 | 2,102,008 09/30/97 | 09/30/07 | Registered |

Knobbe Martens Olsson & Bear LLP
 Intellectual Property Law
 Department 4000 100th Street, Suite 1000, Los Angeles, CA 90024

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|---------------------------------------------------------------------------------------|----------------|---------------------------------------|-----------------------------------------|-------------------------------|----------------------------------------------------------|
| USA | CKE00.181T | CARL'S JR. JR. | 42 | 75/135,837 07/18/96 | 2,141,498 03/03/98 | 03/03/08 | Registered; Section 8 & 15 Affidavits due 03/03/04 |
| USA | CKE00.188T | STAR BUFFET | 42 | 75/236,939 02/05/97 | 2,265,351 07/27/99 | 07/27/09 | Registered; Section 8 & 15 Affidavits due 07/27/05 |
| USA | CKE00.198T |  | 42 | 75/406,528 12/17/97 | 2,220,433 01/26/99 | 01/26/09 | Registered; Section 8 & 15 Affidavits due 01/26/05 |
| USA | CKE00.1T3 | SUNRISE SANDWICH | 42 | 359,281 04/12/82 | 1,247,828 08/9/83 | 08/9/13 | Registered |
| USA | CKE00.1T4 | CARL'S JR. | 29, 30 & 32 | 401,144 10/29/82 | 1,332,454 04/23/85 | 04/23/05 | Registered |
| USA | CKE00.1T5 |  | 29, 30 & 31 | 391,494 09/28/82 | 1,297,845 09/25/84 | 09/25/04 | Registered |
| USA | CKE00.1T8 | CKE FOODS | 29 | 391,508 09/28/82 | 1,297,846 09/25/84 | 09/25/04 | Registered |

Knobbe Martens Olson & Bear LLP

Attorneys at Law
 1099 Long Beach Boulevard, Long Beach, California 90801
 Telephone: (562) 591-4000 Fax: (562) 591-4001

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|------------------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|----------------------------------------------------------|
| USA | CKE00.1T9 | WESTERN BACON CHEESEBURGER | 42 | 457,446 12/15/83 | 1,456,922 09/08/87 | 09/08/07 | Registered |
| USA | CKE00.200T |  | 42 | 75/433,545 02/12/98 | 2,423,698 01/23/01 | 01/23/11 | Registered; Section 8 & 15 Affidavits due 01/23/07 |
| USA | CKE00.208T | COOL COMBOS FOR KIDS | 42 | 75/504,661 06/18/98 | 2,272,061 08/24/99 | 08/25/09 | Registered; Section 8 & 15 Affidavits due 08/24/05 |
| USA | CKE00.209T |  HARDEES | 42 | 75/578,723 10/28/98 | 2,288,015 10/19/99 | 10/19/09 | Registered; Section 8 & 15 Affidavits due 10/19/05 |
| USA | CKE00.20T |  | 42 | 450,196 03/01/73 | 972,063 10/30/73 | 10/30/03 | Grace period deadline to file renewal is 04/22/04 |
| USA | CKE00.210T |  | 42 | 75/578,642 10/28/98 | 2,292,781 11/16/99 | 11/16/09 | Registered; Section 8 & 15 Affidavits due 11/16/05 |

Knobbe Martens Olson & Bear LLP
Attorneys at Law

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|----------------------------------------------------------|
| USA | CKE00.213T |  | 42 | 75/555,439 09/18/98 | 2,281,660 09/28/99 | 09/28/09 | Registered; Section 8 & 15 Affidavits due 09/28/05 |
| USA | CKE00.214T |  | 42 | 75/555,225 09/18/98 | 2,290,206 11/02/99 | 11/02/09 | Registered; Section 8 & 15 Affidavits due 11/02/05 |
| USA | CKE00.215T |  | 42 | 75/556,437 09/23/98 | 2,288,997 10/26/99 | 10/26/09 | Registered; Section 8 & 15 Affidavits due 10/26/05 |
| USA | CKE00.221T |  | 42 | 75/708,630 05/18/99 | 2,417,015 01/02/01 | 01/02/11 | Registered; Section 8 & 15 Affidavits due 01/02/07 |
| USA | CKE00.225T | STAR DINER | 42 | 75/741,941 07/01/99 | 2,716,876 05/20/03 | 05/20/13 | Registered; Section 8 & 15 Affidavits due 05/20/09 |
| USA | CKE00.236T | SOME GUYS WOULD STARVE WITHOUT US | 42 | 75/923,125 02/18/00 | 2,613,177 08/27/02 | 08/27/12 | Registered; Section 8 & 15 Affidavits due 08/27/08 |

Knotha Martens Olson & Bean LLP

Intellectual Property Law
Regulatory Services, Arbitration, Litigation, Trademark, Copyright

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|--------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|----------------------------------------------------------|
| USA | CKBOO.237T | DON'T BOTHER ME, I'M EATING | 42 | 75/923,187 02/18/00 | 2,625,830 09/24/02 | 09/24/12 | Registered; Section 8 & 15 Affidavits due 09/24/08 |
| USA | CKEEO.247T | DIFERENT IS BETTER | 42 | 76/170,048 11/22/00 | 2,640,626 10/22/02 | 10/22/12 | Registered; Section 8 & 15 Affidavits due 10/22/08 |
| USA | CKBOO.252T | THE SIX DOLLAR BURGER | 30 | 76/319,349 09/28/01 | | | Pending |
| USA | CKEEO.254T | COOL KIDS COMBOS | 30 | 76/329,542 10/23/01 | 2,773,975 10/14/03 | 10/14/13 | Registered; Section 8 & 15 Affidavits due 10/14/09 |
| USA | CKEEO.256T | NEXT MEX | 42 | 76/344,279 11/29/01 | 2,754,061 08/19/03 | 08/19/13 | Registered; Section 8 & 15 Affidavits due 08/19/09 |
| USA | CKEEO.267T | SOME GUYS DON'T DO 49 TUESDAYS | 43 | 76/416,188 05/31/02 | 2,690,807 02/25/03 | 02/25/13 | Registered; Section 8 & 15 Affidavits due 02/25/09 |

Knecht Martens Olson & Bear LLP

INTERNATIONAL PROTECTIVE LAW
Firm Name: Knecht Martens Olson & Bear LLP
Firm Address: 10000 West 16th Avenue, Suite 300, Golden, CO 80401

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|-------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| USA | CKE00.276T | THE SIX DOLLAR WESTERN BACON CHEESEBURGER | 30 | 78/252,792 05/21/03 | | | Pending |
| USA | CKB00.277T | THE WESTERN BACON SIX DOLLAR BURGER | 30 | 78/260,526 06/10/03 | | | Pending |
| USA | CKE00.2T5 | CHARBROILED CHICKEN SANDWICH | 30 | 415,474 03/2/83 | 1,277,285 05/8/84 | 05/08/04 | Registered |
| USA | CKE00.33T | STAR CHEESEBURGER | 42 | 4870 10/29/73 | 1,003,855 02/4/75 | 02/04/05 | Registered |
| USA | CKE00.43T | HAPPY STAR | 42 | 105,777 11/8/76 | 1,084,351 01/31/78 | 01/31/08 | Registered |
| USA | CKE00.48T | CARL'S FAMOUS STAR | 42 | 125,674 05/9/77 | 1,097,025 07/18/78 | 07/18/08 | Registered |

Knobbe Martens Olson & Bear LLP
Attorneys at Law
 3000 Lakeside Avenue, Suite 300, Berkeley, CA 94701

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|---------------------------------------------------------------------------------------|----------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| USA | CKE00.49T | SUPER STAR | 42 | 125,696 05/9/77 | 1,099,039 08/8/78 | 08/08/08 | Registered |
| USA | CKE00.4T7 |  | 16, 20 & 21 | 502,849 10/9/84 | 1,383,339 02/18/86 | 02/18/06 | Registered |
| USA | CKB00.4T8 | CARL'S JR. | 16, 20 & 21 | 73/504,895 10/22/84 | 1,400,272 07/8/86 | 07/08/06 | Registered |
| USA | CKB00.62T |  | 42 | 173,129 06/5/78 | 1,112,013 01/23/79 | 01/23/09 | Registered |
| USA | CKB00.68T | SUNRISE SANDWICH | 42 | 176,192 06/27/78 | 1,475,401 02/2/88 | 02/02/08 | Registered |
| USA | CKE00.6T7 | FRENCH TOAST DIP | 42 | 551,361 08/2/85 | 1,475,407 02/2/88 | 02/02/08 | Registered |
| USA | CKE00.80T |  | 42 | 73/220/022 06/18/79 | 1,151,330 04/14/81 | 04/14/11 | Registered |

Knobbe Martens Olson & Bear LLP

Attorneys at Law

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|--------------|----------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| USA | CKE00.9T2 | WESTERN BACON CHEESEBURGER | 30 | 636,886 12/22/86 | 1,481,762 03/22/88 | 03/22/08 | Registered |
| USA | CKE00.9T5 | FRENCH TOAST DIPS | 30 | 602,432 08/2/85 | 1,424,179 01/6/87 | 01/06/07 | Registered |
| <u>State</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
| Arizona | CKE00.177SAZ | BIG BACON STAR | 50 | | 038087 07/26/96 | 07/26/06 | Registered |
| Arizona | CKE00.1Z4 | CARL'S JR. | 45 | | 021,424 11/12/82 | 11/11/12 | Registered |
| Arizona | CKE00.1Z4-1 | CARL'S JR. | 46 | | 021,425 11/12/82 | 11/11/12 | Registered |
| Arizona | CKE00.1Z9 | WESTERN BACON CHEESEBURGER | 46 | | 021,348 10/18/82 | 10/18/12 | Registered |

Knudde Martens Olson & Bear LLP
 Intellectual Property Law
 10000 North Central Expressway, Suite 1400, Dallas, Texas 75203

| <u>State</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|--------------|-------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| Arizona | CKE00.43Z | HAPPY STAR | 46 | | 021345 10/18/82 | 10/18/12 | Registered |
| Arizona | CKE00.48Z | CARL'S FAMOUS STAR | 46 | | 021351 10/18/82 | 10/18/12 | Registered |
| Arizona | CKE00.49Z | SUPER STAR | 46 | | 021349 10/18/82 | 10/12/12 | Registered |
| Arizona | CKE00.4Z7 |  | 37 | | 22976 10/15/84 | 10/14/04 | Registered |
| Arizona | CKE00.4Z8 | CARL'S JR. | 37 | | 22975 10/15/84 | 10/14/04 | Registered |
| Arizona | CKE00.6Z7 | FRENCH TOAST DIPS | 46 | | 23677 08/19/85 | 08/18/05 | Registered |
| California | CKE00.08U |  | 100 | | 598 01/19/70 | 01/19/10 | Registered |
| California | CKE00.09U |  | 46 | | 47682 03/20/70 | 03/20/10 | Registered |

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Attorneys at Law
1000 10th Street, Suite 300, Berkeley, CA 94710

| <u>State</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|--------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| California | CKE00.177SCA | BIG BACON STAR | 42 | | 47359 02/6/97 | 02/6/07 | Registered |
| California | CKE00.1U3 | SUNRISE SANDWICH | 46 | | 65977 04/13/82 | 04/13/12 | Registered |
| California | CKE00.1U5 |  | 46 | | 67759 10/28/82 | 10/28/12 | Registered |
| California | CKE00.1U9 | WESTERN BACON CHEESEBURGER | 100 | | 17111 07/27/83 | 07/27/13 | Registered |
| California | CKE00.2U5 | CHARBROILER CHICKEN SANDWICH | 100 | | 15909 03/2/83 | 03/02/13 | Registered |
| California | CKE00.34U | STAR CHEESEBURGER | 100 | | 2620 10/29/73 | 10/29/03 | Registered |
| California | CKE00.4U7 |  | 37 | | 74989 11/1/84 | 11/01/04 | Registered |

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|--------------|-------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| California | CKE00.4U8 | CARL'S JR. | 37 | | 74988 11/1/84 | 11/01/04 | Registered |
| California | CKE00.5U4 | FRENCH TOAST DIPS | 100 | | 24151 08/23/85 | 08/23/05 | Registered |
| California | CKE00.65U |  | 42 | | 6692 06/21/78 | 06/21/08 | Registered |
| California | CKE00.69U | SUNRISE SANDWICH | 42 | | 6738 06/29/78 | 06/29/08 | Registered |
| California | CKE00.6U7 | FRENCH TOAST DIPS | 46 | | 78369 08/23/85 | 08/23/05 | Registered |
| California | CKE00.7U2 | GREAT STUFF | 100 | | 27655 07/28/86 | 07/28/06 | Registered |
| Hawaii | CKE00.61U | CARL'S JR. | 100 | | 44605 02/12/79 | 02/12/09 | Registered |
| Nevada | CKE00.1N3 | SUNRISE SANDWICH | 46 | | Vol 17 Pg 691 04/12/82 | 04/12/07 | Registered |

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|--------------|-------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| Nevada | CKE00.1N4 | CARL'S JR. | 45 | | Vol 18 Pg 80 10/18/82 | 10/18/07 | Registered |
| Nevada | CKE00.1N4-1 | CARL'S JR. | 46 | | Vol 18 Pg 81 10/18/82 | 10/18/07 | Registered |
| Nevada | CKE00.1N5 |  | 45 | | Vol 18 Pg 103 10/29/82 | 10/29/07 | Registered |
| Nevada | CKE00.1N5-1 |  | 46 | | Vol 18 Pg 104 10/29/82 | 10/29/07 | Registered |
| Nevada | CKE00.1N5-2 |  | 48 | | Vol 18 Pg 105 10/29/82 | 10/29/07 | Registered |
| Nevada | CKE00.43N | HAPPY STAR | 100 | | Vol 17 Pg 249 09/21/81 | 09/21/06 | Registered |
| Nevada | CKE00.48N | CARL'S FAMOUS STAR | 100 | | Vol 17 Pg 247 09/21/81 | 09/21/06 | Registered |
| Nevada | CKE00.49N | SUPER STAR | 100 | | Vol 17 Pg 246 09/21/81 | 09/21/06 | Registered |

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|--------------|--------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| Nevada | CKE00.5N4 | FRENCH TOAST DIPS | 100 | | Vol 19 Pg 795 08/20/85 | 08/20/05 | Registered |
| Nevada | CKE00.60N | CARL'S JR. | 100 | | Vol 15 Pg 80 04/27/78 | 04/27/08 | Registered |
| Nevada | CKE00.63U |  | 100 | | Vol 25 Pg 92 02/7/92 | 02/07/07 | Registered |
| Nevada | CKE00.68N | SUNRISE SANDWICH | 100 | | Vol 17 Pg 242 09/21/81 | 09/21/06 | Registered |
| Nevada | CKE00.6N7 | FRENCH TOAST DIPS | 46 | | Vol 19 Pg 796 08/20/85 | 08/20/05 | Registered |
| Nevada | CKE00.7N2 | GREAT STUFF | 100 | | Vol 20 Pg 283 07/30/86 | 07/30/06 | Registered |
| Nevada | CKE00.87N | Animated Star (Design) | 100 | | Vol 17 Pg 241 09/21/81 | 09/21/06 | Registered |
| Utah | CKE00.177SUT | BIG BACON STAR | | | 036578 07/25/96 | 07/25/06 | Registered |

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|--------------|--------------|-------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| Washington | CKE00.177SWA | BIG BACON STAR | 42 | | 025341 07/25/96 | 07/25/08 | Registered |

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To the best of our knowledge, the information contained in this Status Report for Carl Karcher Enterprises, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Carl Karcher Enterprises, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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TRADEMARK

REEL: 003313 FRAME: 0044



CARL KARCHER ENTERPRISES, INC.

Foreign Trademark Status Report

Last Updated: November 17, 2003

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| Australia | CKEOL.A03 | CARL'S JR. | 29 | 488382 06/03/88 | 8488382 02/05/92 | 06/03/09 | Registered |
| Australia | CKEOL.022WAW | CARL'S JR. | 32 | 488381 06/03/88 | 8488381 02/05/92 | 06/03/09 | Registered |
| Australia | CKEOL.023WAW | CARL'S JR. | 42 | 488380 06/03/88 | 8488380 01/10/92 | 06/03/09 | Registered |
| Australia | CKEOL.A80 |  | 29 | 488383 06/03/88 | A488383 11/19/91 | 06/03/09 | Registered |
| Australia | CKEOL.024WAW |  | 32 | 488384 06/03/88 | A488384 11/19/91 | 06/03/09 | Registered |
| Australia | CKEOL.025WAW |  | 42 | 339847 11/07/79 | A339847 03/02/83 | 11/07/10 | Registered |
| Bahrain | CKEOL.266WBH |  | 42 | 1525/99 09/18/99 | SM3231 05/14/01 | 09/18/09 | Registered |
| Bangladesh | CKEOL.173WBD | CARL'S JR. | 30 | 51069 05/12/97 | | | Pending |

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Representing the Client in the United States and Foreign Jurisdictions

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|----------------|-------------|---------------------------------------------------------------------------------------|----------------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------------------------------------|
| Bangladesh | CKEOL176WBD |  | 30 | 51068 05/12/97 | | | Pending |
| Brazil | CKEOL122WBR | CARL'S JR. | 29 (10, 20,30) | 816.937.850 10/09/92 | | | Registration fee/reclassification due 12/05/03 |
| Brazil | CKEOL123WBR | CARL'S JR. | 32 (10 .20) | 816.937.877 10/09/92 | | | Pending; Published for opposition 9/26/00 |
| Brazil | CKEOL124WBR | CARL'S JR. | 38 (60) | 816.937.869 10/09/92 | 816.937.869 07/12/94 | 07/12/04 | Registered |
| Brunei | CKEOL045WBN | CARL'S JR. | 29 | 29308 05/19/98 | 24729 05/19/98 | 05/19/05 | Registered |
| Brunei | CKEOL179WBN | CARL'S JR. | 30 | 29309 05/19/98 | 24730 05/19/98 | 05/19/05 | Registered |
| Brunei | CKEOL043WBN |  | 29 | 29306 05/19/98 | 26895 05/19/98 | 05/19/05 | Registered |
| Brunei | CKEOL178WBN |  | 30 | 29307 05/19/98 | 24896 05/19/98 | 05/19/05 | Registered |
| Cambodia | CKEOL179WKH | CARL'S JR. | 42 | 10774 06/02/98 | 010749 06/02/98 | 06/02/08 | Registered |
| Cambodia | CKEOL178WKH |  | 42 | 10775 06/02/98 | 010750 06/02/98 | 06/02/08 | Registered |
| China | CKEOL021WCN | CARL'S JR. | 16 | 91004240 12/24/91 | 623029 12/20/92 | 12/19/12 | Registered |

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|----------------|-------------|------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| China | CKEOL014WCN | CARL'S JR. | 29 | 91059663 12/02/91 | 619615 11/30/92 | 11/29/12 | Registered |
| China | CKEOL016WCN | CARL'S JR. | 30 | 91059662 12/02/91 | 618238 11/20/92 | 11/19/12 | Registered |
| China | CKEOL018WCN | CARL'S JR. | 32 | 91059661 12/02/91 | 618517 11/20/92 | 11/19/12 | Registered |
| China | CKEOL143WCN | CARL'S JR. | 42 | 93086994 09/24/93 | 772448 11/21/94 | 11/21/04 | Registered |
| China | CKEOL172WCN | CARL'S JR. (Chinese characters) | 42 | 970076812 07/25/97 | 1213882 10/07/98 | 10/06/08 | Registered |
| China | CKEOL173WCN | CARL'S JR. (Chinese characters) | 30 | 970078654 07/30/97 | 1241203 01/21/99 | 01/21/09 | Registered |
| China | CKEOL199WCN | CARL'S JR. (Chinese characters - Version 1) | 42 | 9800085183 07/28/98 | 1352272 01/7/00 | 01/6/10 | Registered |
| China | CKEOL200WCN | CARL'S JR. (Chinese characters - Version 2) | 42 | 9800085185 07/28/98 | 1352273 01/7/00 | 01/6/10 | Registered |
| China | CKEOL201WCN | HAPPY STAR. (Chinese characters) | 42 | 9800085184 07/28/98 | 1352271 01/7/00 | 01/6/10 | Registered |

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|-----------------------|-------------|---------------------------------------------------------------------------------------|---------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| China | CKEOL012WCN |  | 16 | 91064248 12/24/91 | 623028 12/20/92 | 12/19/12 | Registered |
| China | CKEOL015WCN |  | 29 | 91059660 12/02/91 | 619603 11/30/92 | 11/29/12 | Registered |
| China | CKEOL019WCN |  | 30 | 91059659 12/02/91 | 618239 11/20/92 | 11/19/12 | Registered |
| China | CKEOL020WCN |  | 32 | 91059658 12/02/91 | 618523 11/20/92 | 11/19/12 | Registered |
| China | CKEOL144WCN |  | 42 | 93086993 09/24/93 | 772357 11/21/94 | 11/21/06 | Registered |
| China | CKEOL198WCN | STAR LOGO (Box Design) | 42 | 9800065902 06/17/98 | 1342367 12/7/99 | 12/06/09 | Registered |
| Costa Rica | CKEOL002WCR |  | 29 | 02/21/91 | 74734 04/05/91 | 02/21/11 | Registered |
| Costa Rica | CKEOL007WCR |  | 42 | 02/21/91 | 74733 04/05/91 | 02/21/11 | Registered |
| Egypt | CKEOL266WEG |  | 42 | 126006 08/14/99 | | | Pending |
| European Community | CKEOL210WEU | CARL'S JR. | 29, 30, 42 | 1698638 05/31/00 | 1698638 09/26/01 | 05/31/10 | Registered |
| European Community | CKEOL211WEU |  | 29, 30, 42 | 1697903 05/31/00 | 1697903 05/31/00 | 05/31/10 | Registered |
| Fiji | CKEOL003WFJ | CARL'S JR. | 42 | 27887 07/25/96 | 27887 04/03/01 | 07/25/10 | Registered |

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Attorneys at Law

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|----------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|---------------------------------------|-------------------------------|---------------------------------------------------------|
| Fiji | CKEOL080WPFJ |  | 42 | 27888 07/25/96 | 27888 04/03/01 | 07/25/10 | Registered |
| Hong Kong | CKEOL001WHK |  | 29 | 06929/2001 5/03/01 | 09309/2002 05/03/01 | 05/03/08 | Registered |
| Hong Kong | CKEOL178WHK |  | 42 | 06930/2001 05/03/01 | 09310/2002 05/03/01 | 05/03/08 | Registered |
| Hong Kong | CKEOLH02 | CARL'S JR. | 30 | 3799/1988 06/29/88 | B1227/1990 04/30/90 | 06/29/09 | Registered |
| Hong Kong | CKEOLH01 |  | 30 | 3800/1988 06/29/88 | 3406/1989 11/10/89 | 06/29/09 | Registered |
| India | CKEOL179WIN | CARL'S JR. | 30 | 763864 06/18/97 | | | Abandoned Per Client 12/4/01 |
| India | CKEOL178WIN |  | 30 | 763862 06/18/97 | | | Pending |
| Indonesia | CKEOL092WID | CARL'S JR. | 29, | 6527 03/09/90 | 513811 07/21/02 | 07/21/12 | (Old Reg No. 277259 dated 07/21/92) |
| Indonesia | CKEOL224WID | CARL'S JR. | 30 | | 513812 07/21/02 | 07/21/12 | (Divided from Old Reg. No. 277259 dated 07/21/92) |
| Indonesia | CKEOL001WID |  | 29, 30 | 6527 03/09/90 | 277193 07/18/92 | 01/18/12 | Registered |
| Japan | CKEOLJ48 | CARL'S FAMOUS STAR | 30 | 9059/1979 02/09/79 | 1566383 02/25/83 | 02/25/03 | Do Not Renew Per Client 9/18/02 |

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| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|-----------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------------------|
| Japan | CKEOLJ02 | CARL'S JR. | 25 | 71620/1988 06/22/88 | 2239297 06/28/90 | 06/28/10 | Registered |
| Japan | CKEOL037WJP | CARL'S JR. | 28 | 10950/1979 02/16/79 | 1591934 05/26/83 | 05/26/03 | Do Not Renew Per Client 1/13/03 |
| Japan | CKEOL036WJP | CARL'S JR. | 29 | 9045/1979 02/09/79 | 1820085 11/29/85 | 11/29/05 | Registered |
| Japan | CKEOL034WJP | CARL'S JR. | 30 | 2450/1988 01/12/84 | 2325442 07/31/91 | 07/31/11 | Registered |
| Japan | CKEOL035WJP | CARL'S JR. | 31 | 9047/1979 02/09/79 | 1791341 07/29/85 | 07/29/05 | Registered |
| Japan | CKEOLJ03 | CARL'S JR. | 32 | 112524/1987 10/06/87 | 2250709 07/30/90 | 07/30/10 | Registered |
| Japan | CKEOLJ05 | CARL'S JR. | 32 | 714348/1992 02/09/79 | 1529208 07/30/82 | 07/30/12 | Registered |
| Japan | CKEOL134WJP | CARL'S JR. (KANJI) | 42 | 294849/1992 09/03/92 | 3159220 05/31/96 | 05/31/06 | Registered |
| Japan | CKEOLJ43 | HAPPY STAR | 30 | 9055/1979 02/09/79 | 1568567 02/25/83 | 02/25/13 | Registered |
| Japan | CKEOL039WJP | HAPPY STAR | 29, 30 | 9056/1979 02/09/79 | 1564588 02/25/83 | 02/25/13 | Registered |
| Japan | CKEOL5J6 | OLD TIME STAR | 30 | 51431/1982 06/10/82 | 1754601 03/25/85 | 03/25/05 | Registered |

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|---------------------------------------------------------------------|
| Japan | CKE01.J62 |  | 28 | 10951/1979 02/19/79 | 1641691 12/26/83 | 12/26/03 | Renewal/ reclassification instructions sent to FA 10/07/03 |
| Japan | CKE01.030WJP |  | 30, 32 | 9049/1979 02/09/79 | 1564587 02/25/83 | 02/25/13 | Registered |
| Japan | CKE01.031WJP |  | 30 | 9050/1979 02/09/79 | 1620110 09/29/83 | 09/29/13 | Registered |
| Japan | CKE01.032WJP |  | 31 | 9051/1979 02/09/79 | 1536563 08/27/82 | 08/27/12 | Registered |
| Japan | CKE01.033WJP |  | 32 | 9052/1979 02/09/79 | 1663619 02/24/84 | 02/23/04 | Renewal/ reclassification instructions sent to FA 11/10/03 |
| Japan | CKE01.135WJP |  | 42 | 294850/1992 09/30/92 | 3156161 05/31/96 | 05/31/06 | Registered |
| Japan | CKE01.168 | SUNRISE SANDWICH | 32 | 9068/1979 02/09/79 | 1582271 04/27/83 | 04/27/13 | Registered |
| Japan | CKE01.119 | WESTERN BACON CHEESEBURGER | 32 | 71621/1988 06/22/88 | 2391208 03/31/92 | 03/31/12 | Registered |
| Japan | CKE01.206WJP | CARL'S JR. | 30, 42 | 019628/2000 03/02/00 | 4522645 11/16/01 | 11/16/11 | Registered |
| Kuwait | CKE01.001WKW |  | 29 | 51316 08/20/01 | 46114 05/03/03 | 08/20/11 | Registered |

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|----------------|-------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|-----------------------------------------|
| Kuwait | CKEOL002WKW |  | 30 | 51317 08/20/01 | 46827 06/04/03 | 08/20/11 | Registered |
| Kuwait | CKEOL178WKW |  | 42 | 51318 08/20/01 | | | Pending; Opposition proceedings pending |
| Laos | CKEOL179WLA | CARL'S JR. | 42 | 6487 05/27/98 | 6452 05/27/98 | 05/27/08 | Registered |
| Laos | CKEOL178WLA |  | 42 | 6486 05/27/87 | 6453 05/27/98 | 05/27/08 | Registered |
| Lebanon | CKEOL266WLB |  | 42 | 80758 08/21/99 | 80758 08/21/99 | 08/21/14 | Registered |
| Macao | CKEOL003WMO | CARL'S JR. | 42 | N/813 07/23/96 | n/813 07/23/96 | 07/23/10 | Registered |
| Macao | CKEOL080WMO |  | 42 | N/812 07/23/96 | N/812 07/23/96 | 07/23/10 | Registered |
| Malaysia | CKEOL137WMY | CARL'S JR. | 16 | 91/05916 09/24/91 | 91/05916 12/16/94 | 09/25/08 | Registered |
| Malaysia | CKEOL0M2 | CARL'S JR. | 29 | 90/01512 03/02/90 | 90/01512 03/02/90 | 03/02/07 | Registered |
| Malaysia | CKEOL041WMY | CARL'S JR. | 30 | 90/01514 03/02/90 | 90/01514 03/02/90 | 03/02/11 | Registered |
| Malaysia | CKEOL136WMY | CARL'S JR. | 32 | 91/05915 09/24/91 | 91/05915 06/13/95 | 09/23/08 | Registered |

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|----------------|-------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|---------------------------------------------|
| Malaysia | CKEOL130WMY | HAPPY STAR KIDS MEAL & STAR LOGO | 29 | 93/01938 03/30/93 | | | Pending |
| Malaysia | CKEOL131WMY |  | 16 | 91/05181 08/28/91 | 91/05181 08/28/95 | 08/28/08 | Registered |
| Malaysia | CKEOL042WMY |  | 29 | 90/01513 03/02/90 | | | Published for opposition on 09/11/03 |
| Malaysia | CKEOL0M1 |  | 30 | 90/01511 03/02/90 | 027772 10/18/95 | 03/02/11 | Registered |
| Malaysia | CKEOL132WMY |  | 32 | 91/05180 08/28/91 | 91/05180 06/01/94 | 08/29/08 | Registered |
| Malaysia | CKEOL198WMY | STAR LOGO (Box Design) | 42 | 98/07291 06/17/98 | 98007291 12/17/97 | 12/17/07 | Registered |
| Mexico | CKEOL045WMX | CARL'S JR. | 29 | 63476 05/30/89 | 373170 02/27/90 | 05/30/04 | Renewal instructions sent to FA 10/13/03 |
| Mexico | CKEOL046WMX | CARL'S JR. | 30 | 63475 05/30/89 | 373169 02/27/90 | 05/03/04 | Registered |
| Mexico | CKEOLM03 | CARL'S JR. | 42 | 63477 05/30/89 | 371190 12/27/89 | 05/30/04 | Renewal instructions sent to FA 10/13/03 |
| Mexico | CKEOL171WMX | CON MUCHO GUSTO | 42 | 23208 12/19/96 | 540334 01/28/97 | 12/19/06 | Registered |
| Mexico | CKEOL043WMX |  | 29 | 43473 05/30/89 | 376290 05/30/90 | 05/30/04 | Renewal instructions sent to FA 10/13/03 |

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Intellectual Property Law

One Skyway, San Diego, CA 92161-3496, Telephone: 619-441-4343, Fax: 619-441-4344

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|---------------------|-------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|---------------------------------------------|
| Mexico | CKEOLM80 |  | 30 | 63472 05/30/89 | 375841 04/24/90 | 05/30/04 | Renewal instructions sent to FA 10/13/03 |
| Mexico | CKEOL044WMX |  | 42 | 63474 05/30/89 | 371189 12/27/89 | 05/30/04 | Renewal instructions sent to FA 10/13/03 |
| Mexico | CKEOL198WMX | STAR LOGO (Box Design) | 42 | 336463 06/17/98 | 592049 10/30/98 | 06/17/08 | Registered |
| New Zealand | CKEOLZ02 | CARL'S JR. | 42 | 184.943 06/22/88 | B184943 06/22/88 | 06/22/09 | Registered |
| New Zealand | CKEOLZ01 |  | 42 | 184.942 06/22/88 | B184942 06/22/88 | 06/22/09 | Registered |
| Oman | CKEOL266WOM |  | 42 | 20678 08/16/99 | | | Pending |
| Pakistan | CKEOL179WPK | CARL'S JR. | 30 | 143944 08/02/97 | | | Pending |
| Pakistan | CKEOL178WPK |  | 30 | 142943 08/02/97 | | | Pending |
| Papua New Guinea | CKEOL179WPG | CARL'S JR. | 42 | A61174 06/05/98 | A61174 06/05/98 | 06/05/08 | Registered |
| Papua New Guinea | CKEOL178WPG |  | 42 | A61173 06/05/98 | A61173 06/05/98 | 06/05/08 | Registered |
| Philippines | CKEOL0P2 | CARL'S JR. | 42 | 65026 06/24/88 | 46423 09/11/89 | 09/11/09 | Registered |
| Philippines | CKEOL0P1 |  | 42 | 65027 06/24/88 | 46470 09/11/89 | 09/11/09 | Registered |

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 2000 Century Link Place, San Jose, California 95128-3888

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|-----------------------|-------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|----------------------------------------------|
| Philippines | CKEOL204WPH | FAMOUS STAR | 42 | 4200000516 01/24/00 | | | Pending; Published for opposition 9/19/02 |
| Philippines | CKEOL205WPH | SUPER STAR | 42 | 4200000515 01/24/00 | | | Pending; Published for opposition 9/19/02 |
| Qatar | CKEOL266WQA |  | 42 | 21129 08/12/99 | | | Pending |
| Russian Federation | CKEOL178WRU |  | 42 | 2003718796 09/29/03 | | | Pending |
| Russian Federation | CKEOL179WRU | CARL'S JR. | 42 | 2003718799 09/29/03 | | | Pending |
| Saudi Arabia | CKEOL266WSA |  | 42 | 50708 08/22/99 | | | Pending |
| Singapore | CKEOL0S2 | CARL'S JR. | 29 | S3751/88 07/20/88 | B3751/88 07/20/88 | 07/20/05 | Associated with B2367/91 |
| Singapore | CKEOL006WSG | CARL'S JR. | 42 | S/2367/91 03/01/91 | B2367/91 03/01/91 | 03/01/11 | Associated with B3751/88 |
| Singapore | CKEOL002WSG |  | 29 | S/1917/90 03/14/90 | S/1917/90 03/14/90 | 03/14/07 | Registered |
| Singapore | CKEOL0S1 |  | 30 | 4106/88 08/04/88 | 4106/88 08/04/88 | 08/04/05 | Registered |
| Singapore | CKEOL005WSG |  | 42 | S/2368/91 03/01/91 | 2368/91 03/01/91 | 03/01/11 | Registered |
| South Korea | CKEOLK02 | CARL'S JR. | 42 | 88-1325 06/22/88 | 10475 10/30/89 | 10/30/09 | Registered |

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 One Liberty Square, Suite 2000, Philadelphia, PA 19106-3630

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| South Korea | CKEOLK01 |  | 42 | 88-1324 06/22/88 | 10476 10/30/89 | 10/30/09 | Registered |
| South Korea | CKEOL198WKR | STAR LOGO (Box Design) | 42 | 98-4830 06/17/98 | 41-55263 06/14/99 | 06/14/09 | Registered |
| Sri Lanka | CKEOL179WLK | CARL'S JR. | 42 | 83254 05/15/97 | 83254 05/15/97 | 05/15/07 | Registered |
| Sri Lanka | CKEOL178WLK |  | 42 | 83272 05/19/97 | 83272 05/19/97 | 05/19/07 | Registered |
| Taiwan | CKEOLY02 | CARL'S JR. | 42 | 77-33312 07/19/88 | 33606 02/01/89 | 01/30/09 | Registered |
| Taiwan | CKEOLY01 |  | 42 | 77-33311 | 33605 05/21/89 | 05/21/09 | Registered |
| Thailand | CKEOL0T2 | CARL'S JR. | 29 | 362196 08/18/88 | 79542 09/05/89 | 08/17/08 | Registered |
| Thailand | CKEOL034WTH | CARL'S JR. | 30 | 362197 08/18/88 | 79486 09/05/89 | 08/17/08 | Registered |
| Thailand | CKEOL136WTH | CARL'S JR. | 32 | 362198 08/18/88 | 79579 09/05/89 | 08/17/08 | Registered |
| Thailand | CKEOL0T1 |  | 29 | 362193 08/18/88 | 77622 03/16/89 | 08/17/08 | Registered |
| Thailand | CKEOL031WTH |  | 30 | 362194 08/18/88 | 77630 03/16/89 | 08/17/08 | Registered |
| Thailand | CKEOL132WTH |  | 32 | 362195 08/18/88 | 77585 03/16/89 | 08/17/08 | Registered |

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Intellectual Property Law

| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|-------------------------|--------------|---------------------------------------------------------------------------------------|----------------|---------------------------------------|-----------------------------------------|-------------------------------|----------------------------------------------------|
| Tonga | CKE01.003WTO | CARL'S JR. | 29 | 1618 01/22/96 | 1618 08/14/96 | 01/08/01 | Abandoned per client's instructions 07/20/99 |
| Tonga | CKE01.052WTO |  | 29 | 1617 01/22/96 | 1617 08/14/96 | 01/08/01 | Abandoned per client's instructions 07/20/99 |
| Tonga | CKE01.080WTO |  | 30 | 1618 012296 | 1619 08/14/96 | 01/22/03 | Based on UK Reg.No. 1,168,373 |
| Turkey | CKE01.001WTR |  | 29, 30 & 42 | 46670/21 05/24/01 | 200109706 05/24/01 | 05/24/11 | Registered |
| Ukraine | CKE01.178WUA |  | 42 | 09/29/03 | | | Pending |
| Ukraine | CKE01.179WUA | CARL'S JR. | 42 | 09/29/03 | | | Pending |
| United Arab Emirates | CKE01.266WAE |  | 42 | 32797 09/07/99 | | | Pending |
| United Kingdom | CKE01.E03 | CARL'S JR. | 29 | 1126581 01/08/80 | 1126581 12/04/85 | 01/08/11 | Registered |
| United Kingdom | CKE01.E80 |  | 30 | 1168373 01/22/82 | 1168373 09/05/84 | 01/22/13 | Registered |
| United Kingdom | CKE01.052WGB |  | 29 | 1126582 01/08/80 | 1126582 02/23/83 | 01/08/11 | Registered |
| Vietnam | CKE01.179WVN | CARL'S JR. | 42 | 38402 05/19/98 | 31788 08/12/99 | 05/19/08 | Registered |

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| <u>Country</u> | <u>File</u> | <u>Mark</u> | <u>Class</u> | <u>Appl. No.</u> <u>Appl. Date</u> | <u>Regis. No.</u> <u>Regis. Date</u> | <u>Renewal</u> <u>Date</u> | <u>Status/Comments</u> |
|----------------|-------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------------------------|-------------------------------|------------------------|
| Vietnam | CKEOL178WVN |  | 42 | 38401 05/19/98 | 31787 08/12/99 | 06/19/08 | Registered |

DISCLAIMER

To our knowledge, the information contained in this Status Report for Carl Karcher Enterprises, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Carl Karcher Enterprises, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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Intellectual Property Law

3000 Central Expressway, Suite 200, San Jose, CA 95128



CARL KARCHER ENTERPRISES, INC.

STATUS REPORT OF ABANDONED FOREIGN TRADEMARKS

Updated: November 19, 2003

| Country | File | Mark | Class(es) | Appl. No. Appl. Date | Regis. No. Regis. Date | Status |
|---------|---------------|---------------------------------------------------------------------------------------|--------------------|-------------------------|---------------------------|-------------------------------------------------------|
| Canada | CKE01.C68 | SUNRISE SANDWICH | No class system | 536230 02/08/85 | 351,411 02/10/89 | Registered; Received instructions not to renew. |
| Canada | CKE01.C49 | SUPER STAR | No class system | 536229 02/08/85 | 382,160 03/29/91 | Registered; Received instructions not to renew. |
| Canada | CKE01.C18 | CKE FOODS | No class system | 536224 02/08/85 | 318,480 09/12/86 | Registered; Received instructions not to renew. |
| Japan | GREENB.006WJP |  | 32 | 116658/1991 11/09/91 | 2655605 04/28/94 | Registered; Received instructions not to renew. |
| Sweden | CKE01.01SWSE |  | 29 | 90/5777 06/19/90 | 232378 04/10/92 | Registered; Received instructions not to renew. |

Karabo Martens Olson & Bear LLP

Attorneys at Law

| Country | File | Mark | Class(es) | Appl. No. Appl. Date | Regis. No. Regis. Date | Status |
|---------|--------------|------------|-----------|-------------------------|---------------------------|-------------------------------------------------------|
| Sweden | CKE01.014WSE | CARL'S JR. | 29 & 30 | 90/5776 06/19/90 | 245791 01/22/93 | Registered; Received instructions not to renew. |

DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for Carl Karcher Enterprises, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Carl Karcher Enterprises, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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11/18/03

TRADEMARK
REEL: 003313 FRAME: 0060

Knobbe Martens Olson & Bear LLP
Attorneys at Law

Hardee's Food Systems, Inc.

I. U.S. Trademarks/Service Marks

A. Federal:

| Mark | Status | Serial No. | Registration No. | Filing Date | Registration Date |
|------------------------|------------|------------|------------------|-------------|--------------------------------|
| BIG COUNTRY | Registered | 74/446,728 | 1,957,006 | 10/8/93 | 2/20/96 |
| BIG TWIN | Registered | 76/175,519 | 2,650,355 | 12/5/00 | 11/12/02 |
| BURGER CHEF | Renewed | 74/321,969 | 1,776,896 | 10/9/92 | 6/15/93 Renewed: 6/15/03 |
| BURGER CHEF and Design | Registered | 74/322,334 | 1,832,980 | 10/13/92 | 4/26/94 |
| COME ON HOME | Registered | 76/177,864 | 2,562,539 | 12/8/00 | 4/16/02 |
| FUNMEAL | Renewed | 73/007,487 | 1,033,161 | 11/29/73 | 2/10/76 Renewed: 2/10/96 |
| HARDEE'S | Registered | 74/350,280 | 1,825,221 | 1/21/93 | 3/8/94 |
| HARDEE'S | Renewed | 74/244,008 | 1,729,627 | 2/7/92 | 11/3/92 Renewed: 11/3/02 |

| Mark | Status | Serial No. | Registration No. | Filing Date | Registration Date |
|----------------------------------------------------------------------------------------|------------|------------|------------------|-------------|-----------------------------------------------------|
| HARDEE'S | Renewed | 72/136,764 | 741,048 | 1/29/62 | 11/20/62 Renewed: 11/20/82 and 11/20/02 |
| HARDEE'S (Stylized) | Registered | 74/350,278 | 1,817,990 | 1/21/93 | 1/25/94 |
| HARDEE'S (Stylized) | Renewed | 74/169,950 | 1,774,336 | 5/24/91 | 6/1/93 Renewed: 6/1/03 |
| HARDEE'S and Design (co-owned with Carl Karcher Enterprises, Inc.) | Registered | 75/578,723 | 2,288,015 | 10/28/98 | 10/19/99 |
| HARDEE'S BREAKFAST | Registered | 74/293,718 | 1,758,992 | 7/13/92 | 3/16/93 |
| HARDEE'S CHARBROILED BURGERS and Design (co-owned with Carl Karcher Enterprises, Inc.) | Registered | 75/708,630 | 2,417,015 | 5/18/99 | 1/2/01 |
| HARDEE'S CHARBROILED BURGERS and Design (co-owned with Carl Karcher Enterprises, Inc.) | Registered | 75/578,642 | 2,292,781 | 10/28/98 | 11/16/99 |
| HARDEE'S FRISCO | Registered | 74/293,308 | 1,872,913 | 7/13/92 | 1/10/95 |
| HARDEE'S FRISCO BURGER | Registered | 74/271,555 | 1,880,961 | 5/1/92 | 2/28/95 |
| HARDEE'S RACING | Registered | 74/481,622 | 1,924,150 | 1/24/94 | 10/3/95 |
| HARDEE'S TO GO | Registered | 74/458,711 | 1,862,926 | 11/16/93 | 11/15/94 |
| HOT MELTS | Registered | 74/462,146 | 1,998,838 | 11/22/93 | 9/3/96 |
| IT'S COOL IT'S HARDEE'S | Registered | 75/246,246 | 2,237,406 | 2/24/97 | 4/6/99 |

| Mark | Status | Serial No. | Registration No. | Filing Date | Registration Date |
|------------------------------------------------------|------------|------------|------------------|-------------|-----------------------------------------------------|
| IT'S HOT IT'S HARDEE'S | Registered | 75/246,247 | 2,239,450 | 2/24/97 | 4/13/99 |
| JR. HARDEE | Registered | 74/666,838 | 2,074,898 | 4/27/95 | 7/1/97 |
| MONSTER BURGER | Renewed | 74/167,579 | 1,716,175 | 5/17/91 | 9/15/92 Renewed: 9/15/02 |
| RISE AND SHINE | Registered | 74/437,264 | 1,932,512 | 9/13/93 | 11/7/95 |
| RISE AND SHINE MADE FROM SCRATCH BISCUITS and Design | Registered | 74/503,499 | 1,923,907 | 3/11/94 | 10/3/95 |
| TAILGATE PACK | Registered | 74/323,768 | 1,815,228 | 10/19/92 | 1/4/94 |
| THE BOSS | Pending | 75/082,248 | | 4/1/96 | |
| THE FRISCO and Design | Renewed | 72/132,431 | 758,506 | 11/21/61 | 10/15/63 Renewed: 10/15/83 and 10/15/03 |
| WHERE AMERICA GOES FOR BREAKFAST! | Registered | 75/080,014 | 2,037,209 | 3/28/96 | 2/11/97 |

B. Federal registrations dropped by Hardee's, but still listed as active with USPTO:

| Mark | Status | Serial No. | Registration No. | Filing Date | Registration Date |
|-------------------------------|------------|------------|------------------|-------------|-------------------|
| CHARCO-BROILED and Design | Registered | 75/121,866 | 2,059,379 | 6/19/96 | 5/6/97 |
| HARDEE'S and Design | Registered | 75/115,967 | 2,055,304 | 6/5/96 | 4/22/97 |
| WHAT WILL THEY THINK OF NEXT? | Registered | 75/193,797 | 2,095,300 | 11/6/96 | 9/9/97 |

C. State Registrations:

| MARK | State | Status | Registration No. | Registration Date |
|--------------------------|----------------|---------|--------------------------------------|-------------------------------------------------|
| MONSTERBURGER and Design | Wisconsin | Renewed | 15258 | 8/10/67 Renewed: 8/10/87 Expires: 8/10/07 |
| MONSTER (MONSTRUO) | South Carolina | Renewed | Volume H, Record 360, Page 287 | 3/22/79 Renewed: 2/2/99 and 2/2/03 |
| SILLY SACK | Utah | Renewed | 2514035 | 11/29/85 Renewed: 11/29/95 |

VI. Domain Names:

| Domain Name | Registered | Expires | Status |
|------------------------|------------|---------|------------|
| THESIXDOLLARBURGER.NET | 3/21/02 | 3/21/04 | Registered |
| THICKBURGER.NET | 7/24/02 | 7/24/04 | Registered |
| THICKBURGER.COM | 7/24/02 | 7/24/04 | Registered |
| HARDEES.US | 4/4/02 | 4/4/07 | Registered |
| HARDEESRESTAURANTS.COM | 3/27/97 | 3/29/08 | Registered |

Hardee's - International Trademarks

11/05/2003 Page 1

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Class(es) |
|------------|----------------------------------------------------|------------|-----------------|-------------|------------------|------------|----------------|
| Bahamas | HARDEE'S | Registered | 9328 | 12/29/1978 | 9328 | 12/29/1992 | 042 |
| Bahrain | HARDEE'S | Registered | 87079 | 11/17/1979 | SM89 | 11/17/1994 | 042 |
| Bahrain | HARDEE'S AND STAR LOGO DESIGN | Registered | 152399 | 09/18/1999 | SM3229 | 05/14/2001 | 042 |
| Bahrain | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Registered | 152499 | 09/18/1999 | SM3230 | 05/14/2001 | 042 |
| Benelux | FRISCO | Dispatched | 802972 | 09/08/1993 | 540878 | 08/01/1994 | 030 |
| Benelux | HARDEE'S | Registered | 820996 | 01/26/1994 | 544082 | 01/26/1994 | 042, 029, 035, |
| Benelux | HARDEE'S | Renewed | 759134 | 02/01/1991 | 498907 | 02/03/1992 | 042, 029, 035, |
| Bermuda | HARDEE'S | Renewed | | | 8729 | 01/09/1986 | 029 |
| Bermuda | HARDEE'S | Renewed | | | 8730 | 01/09/1986 | 030 |
| Brazil | HARDEE'S IN 'RECTANGLE' | Dispatched | 7.94/M-80 | | 800079418 | 07/27/1992 | 038 |
| Brazil | HARDEE'S | Renewed | 1824/M-75 | | 006310613 | 05/10/1986 | 038 |
| Brunei | HARDEE'S | Merged/SA | | | | | |
| Canada | HARDEE'S | In-house | 374321 | 04/10/1974 | | | |
| Canada | H DESIGN | Registered | | | 210971 | 01/06/1991 | |
| China P.R. | HARDEE'S | Registered | 93104260 | 10/28/1993 | 749472 | 06/07/1995 | 029 |
| China P.R. | HARDEE'S | Registered | 93104261 | 10/28/1993 | 747740 | 05/28/1995 | 030 |
| China P.R. | HARDEE'S IN CHINESE CHARACTERS | Registered | 93093602 | 09/30/1993 | 772979 | 11/28/1994 | 042 |
| China P.R. | HARDEE'S (IN CHINESE) | Registered | 93104262 | 10/28/1993 | 749471 | 06/07/1995 | 029 |
| China P.R. | HARDEE'S (IN CHINESE) | Registered | 93104263 | 10/28/1993 | 747742 | 05/28/1995 | 030 |

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REEL: 003313 FRAME: 0066

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| | | | | | | | |
|------------|-------------------------------|------------|----------|------------|-------------|------------|-----|
| China P.R. | HARDEE'S | Registered | 93093595 | 09/30/1993 | 772975 | 11/28/1994 | 042 |
| Colombia | HARDEE'S | Published | 257859 | 07/03/1986 | | | 042 |
| Costa Rica | HARDEE'S | Renewed | | | 48285/25294 | 09/26/1989 | 045 |
| Costa Rica | HARDEE'S | Renewed | | | 48302/25281 | 09/30/1989 | 030 |
| Egypt | HARDEE'S AND STAR LOGO DESIGN | Registered | 126007 | 08/14/1999 | 126007 | 04/22/2003 | 042 |

Hardee's - International Trademarks

11/05/2003 Page 1

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Class(es) |
|---------------|----------------------------------------------------|------------|------------------|-------------|------------------|------------|---------------|
| Egypt | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Registered | 126493 | 08/30/1999 | 126493 | 12/30/2002 | 042 |
| Egypt | HARDEE'S | Renewed | | | 56135 | 07/29/1989 | 042 |
| Egypt | HARDEE'S (STYLIZED) | Renewed | | | 56213 | 08/27/1989 | 042 |
| France | HARDEE'S | Renewed | 93482601 | 09/07/1993 | 93482601 | 09/07/1993 | 030 |
| France | HARDEE'S | Renewed | 264154 | 01/29/1991 | 1725211 | 01/29/1991 | 042 |
| Great Britain | HARDEE'S | Renewed | | | B1107317 | 01/08/1986 | 029 |
| Great Britain | HARDEE'S | Renewed | | | B1107318 | 01/08/1986 | 030 |
| Great Britain | HARDEE'S | Renewed | | | 81114870 | 05/24/1986 | 032 |
| Greece | HARDEE'S | Renewed | 114888 | 07/01/1993 | 114888 | 08/17/1995 | 029, 030, 042 |
| Guatemala | HARDEE'S AND 'H' DESIGN | Registered | | | 28671373/72 | 11/07/1994 | 029 |
| Guatemala | HARDEE'S | Registered | | | 28151-A/354/73 | 04/07/1995 | 032 |
| Guatemala | HARDEE'S | Registered | | | 49817/176/111 | 02/25/1996 | 042 |
| Honduras | HARDEE'S | Registered | | | 303 | 12/21/1994 | 042 |
| Honduras | HARDEE'S | Dispatched | 1 | 02/23/1990 | 83 | 03/20/2002 | 042 |
| Hong Kong | HARDEE'S | Renewed | | | 1400/1981 | 02/06/1986 | 030 |
| Hong Kong | HARDEE'S | Renewed | | | 1398/1981 | 02/06/1986 | 029 |
| Hong Kong | HARDEE'S (IN CHINESE) | Renewed | 10066/92 | 04/11/1992 | A5278/1993 | 12/03/1993 | 042 |
| Hong Kong | HARDEE'S | Renewed | 10067/92 | 04/11/1992 | A4897/1993 | 11/16/1993 | 042 |
| Indonesia | HARDEE'S | Registered | H4.HC.01.01-8337 | | 304059 | 08/31/1993 | 030 |
| Indonesia | HARDEE'S | Dispatched | H4.HC.01.01-8340 | | 304061 | 08/31/1993 | 029 |
| Iran | HARDEE'S | Pending | 8110179 | 12/25/2002 | | | 42 |

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| | | | | | |
|-------|-------------------------|------------|-----------|------------|---------------|
| iran | HARDEE'S (IN ARABIC) | Filed | 8110876 | 01/12/2003 | 42 |
| Italy | HARDEE'S IN 'RECTANGLE' | Dispatched | 33635C/81 | 04/13/1981 | 030, 029, 042 |
| Italy | HARDEE'S IN 'RECTANGLE' | Dispatched | 41355C/89 | 08/22/1989 | 029, 042, 030 |

439687 08/05/1986
571071 05/18/1992

Hardee's - International Trademarks

11/05/2003 Page 3

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Classes |
|-------------|-------------------------------------------------------|------------|-----------------|-------------|------------------|------------|---------|
| Jamaica | HARDEE'S | Registered | 41516 | 10/30/2001 | 41516 | 02/11/2003 | 042 |
| Jamaica | HARDEE'S | Renewed | | | 819972 | 02/01/1986 | 029 |
| Japan | HARDEE'S | Registered | HEI 5-109279 | 10/28/1993 | 3193945 | 08/30/1996 | 032 |
| Japan | HARDEE'S | Registered | HEI 4-101442 | 04/02/1992 | 3135963 | 03/29/1996 | 042 |
| Jordan | HARDEE'S | Renewed | 17738/16637 | 11/24/1979 | 17738 | 11/24/1986 | 030 |
| Jordan | HARDEE'S | Renewed | 17737/16636 | 11/24/1979 | 17737 | 11/24/1986 | 029 |
| South Korea | HARDEE'S | Registered | 41545/1993 | 11/19/1993 | 304012 | 12/15/1994 | 002 |
| South Korea | HARDEE'S | Registered | 41546/1993 | 11/19/1993 | 311905 | 04/20/1995 | 003 |
| South Korea | HARDEE'S | Registered | 41547/1993 | 11/19/1993 | 302132 | 11/17/1994 | 005 |
| South Korea | HARDEE'S | Registered | 41548/1993 | 11/19/1993 | 305793 | 01/14/1995 | 007 |
| South Korea | HARDEE'S | Registered | 41549/1993 | 11/19/1993 | 302870 | 11/28/1994 | 008 |
| South Korea | HARDEE'S (IN HANGUL | Registered | 41550/1993 | 11/19/1993 | 304013 | 12/15/1994 | 002 |
| South Korea | HARDEE'S (IN HANGUL | Registered | 41551/1993 | 11/19/1993 | 311904 | 04/20/1995 | 003 |
| South Korea | HARDEE'S (IN HANGUL | Registered | 41552/1993 | 11/19/1993 | 302133 | 11/17/1994 | 005 |
| South Korea | HARDEE'S (IN HANGUL | Registered | 41553/1993 | 11/19/1993 | 305799 | 01/14/1995 | 007 |
| South Korea | HARDEE'S (IN HANGUL | Registered | 41554/1993 | 11/19/1993 | 308103 | 02/16/1995 | 008 |
| South Korea | HARDEE'S (IN HANGUL | Registered | 93-7127 | 11/19/1993 | 026600 | 04/04/1995 | 112 |
| South Korea | THE BOSS BURGER | Registered | 59670/1986 | 12/04/1986 | 408718 | 07/08/1988 | 003 |
| South Korea | HARDEE'S AND HARDEE'S IN HANGUL CHARACTERS AND STRIPE | Registered | 41-1998-8222 | 10/10/1998 | 56566 | 09/13/1999 | 042 |
| South Korea | HARDEE'S AND HARDEE'S IN HANGUL CHARACTERS | Registered | 41-1998-8223 | 10/10/1998 | 56525 | 09/10/1999 | 042 |

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|-------------|---------------------------------|------------|--------------|------------|-------|------------|-----|
| South Korea | HARDEE'S AND STRIPE DESIGN | Registered | 41-1998-8224 | 10/10/1998 | 56565 | 09/13/1999 | 042 |
| South Korea | HARDEE'S AND STAR LOGO DESIGN | Registered | 41-2000-331 | | 67017 | 03/15/2001 | 042 |
| South Korea | HARDEE'S | Dispatched | 2700/1989 | 10/14/1989 | 14037 | 05/13/1991 | 112 |
| Kuwait | HARDEE'S (IN ARABIC CHARACTERS) | Registered | 32039 | 10/07/1995 | 28922 | 02/06/1999 | 029 |

Hardee's - International Trademarks

11/05/2003 Page 4

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Class(es) |
|----------|-------------------------------------------------------|------------|-----------------|-------------|------------------|------------|-----------|
| Kuwait | HARDEE'S (IN ARABIC CHARACTERS) | Registered | 32040 | 10/07/1995 | 29390 | 02/06/1999 | 030 |
| Kuwait | HARDEE'S | Registered | 31409 | 07/10/1995 | 29855 | 02/06/1999 | 042 |
| Kuwait | HARDEE'S (IN ARABIC CHARACTERS) | Registered | 32041 | 10/07/1995 | 30999 | 02/06/1999 | 042 |
| Kuwait | HARDEE'S (SEE BELOW) | Abeyance | | | | | 042 |
| Kuwait | HARDEE'S (STYLIZED) | Renewed | | | 10792 | 12/04/1989 | 029 |
| Kuwait | HARDEE'S (STYLIZED) | Renewed | | | 10793 | 12/04/1989 | 030 |
| Lebanon | HARDEE'S | Registered | 216417 | 06/06/1996 | 69071 | 06/06/1996 | 042 |
| Lebanon | HARDEE'S AND STAR LOGO DESIGN | Registered | 80759 | 08/21/1999 | 80759 | 08/21/1999 | 042 |
| Lebanon | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Registered | 82725 | 03/03/2000 | 82725 | 03/03/2000 | 042 |
| Lebanon | HARDEE'S | Registered | | | 53823 | 01/29/1990 | 029, 030 |
| Macao | HARDEE'S | Renewed | 891-M | 10/02/1987 | 986 | 06/15/1990 | 042 |
| Malaya | HARDEE'S (STYLIZED) | Dispatched | M/95771 | 07/09/1982 | M/95771 | 07/09/1989 | 029 |
| Malaysia | HARDEE'S | Filed | 2002/08449 | 07/17/2002 | | | 029 |
| Malaysia | HARDEE'S | Pending | 2002/08450 | 07/17/2002 | | | 030 |
| Malaysia | HARDEE'S | Pending | 2002/09255 | 08/02/2002 | | | 43 |
| Mexico | FRISCO | Registered | 196395 | 04/15/1994 | 501050 | 08/14/1995 | 030 |
| Mexico | HARDEE'S | Registered | 196393 | 04/15/1994 | 499431 | 07/28/1995 | 029 |
| Mexico | HARDEE'S | Registered | 196394 | 04/15/1994 | 499432 | 07/28/1995 | 030 |
| Mexico | HARDEE'S | Registered | 415692 | 03/15/2000 | 651409 | 04/26/2000 | 042 |
| Morocco | HARDEE'S | Renewed | 393 | 09/26/1979 | 70722 | 09/01/1999 | 042 |
| Oman | HARDEE'S | Dispatched | 8755 | 08/16/1993 | 8755 | 07/22/2001 | 029 |

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|------|----------------------------------------------------|------------|-------|------------|------|------------|-----|
| Oman | HARDEE'S | Dispatched | 8756 | 08/16/1993 | 8756 | 08/01/2001 | 030 |
| Oman | HARDEE'S AND STAR LOGO DESIGN | Pending | 20677 | 08/16/1999 | | | 042 |
| Oman | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Published | 20847 | 09/04/1999 | | | 042 |

Hardee's - International Trademarks

11/05/2003 Page 1

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Class(es) |
|----------------|-------------------------------------------------------|------------|-----------------|-------------|------------------|------------|-----------|
| Oman | HARDEE'S | Dispatched | 8757 | 08/16/1993 | 8757 | 08/01/2001 | 042 |
| Pakistan | HARDEE'S | Renewed | 116473 | 07/28/1992 | 116473 | 07/28/1992 | 029 |
| Pakistan | HARDEE'S | Renewed | 116472 | 07/28/1992 | 116472 | 11/29/1999 | 030 |
| Pakistan | HARDEE'S | Renewed | 116474 | 07/28/1992 | 116474 | 08/02/2003 | 032 |
| Panama | HARDEE'S | Registered | | | 037591 | 10/03/1995 | 042 |
| Philippines | HARDEE'S | Registered | 50577 | 03/18/1983 | 39908 | 07/14/1999 | 042 |
| Portugal | HARDEE'S | Renewed | 217385 | 08/12/1982 | 217385 | 05/03/1999 | 042 |
| Puerto Rico | HARDEE'S | Dispatched | 6813 | 11/20/1982 | 6813 | 11/20/1982 | 042 |
| Qatar | HARDEE'S AND STAR LOGO DESIGN | Pending | 21128 | 08/12/1999 | | | 042 |
| Qatar | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Pending | 21283 | 08/28/1999 | | | 042 |
| Qatar | HARDEE'S AND ARABIC | Registered | | | 4554 | 10/14/1994 | 042 |
| Ras Al-Khaimah | HARDEE'S | Merged/UAE | | | 1497 | 09/29/1989 | 041 |
| Sabah | HARDEE'S | Dispatched | 30291 | 08/10/1982 | SJB 30291 | 08/10/1993 | 029 |
| South Africa | HARDEE'S | Registered | 96/9626 | 07/16/1996 | 96/9626 | 07/16/1996 | 042 |
| El Salvador | HARDEE'S | Pending | 4255/93 | 11/18/1993 | | | 042 |
| Saravak | HARDEE'S | Renewed | 25586 | 08/19/1982 | 25586 | 08/19/1982 | 029 |
| Saudi Arabia | HARDEE'S | Dispatched | 23014 | 11/17/1993 | 336/91 | 04/26/1995 | 042 |
| Saudi Arabia | FRISCO | Dispatched | 23015 | 11/17/1993 | 356/38 | 10/28/1995 | 030 |
| Saudi Arabia | HARDEE'S (IN ARABIC CHARACTERS) | Registered | 25022 | 05/07/1994 | 336/92 | 04/26/1995 | 029 |
| Saudi Arabia | HARDEE'S (IN ARABIC CHARACTERS) | Registered | 25024 | 05/07/1994 | 336/94 | 04/26/1995 | 042 |
| Saudi Arabia | HARDEE'S (IN ARABIC CHARACTERS) | Registered | 25023 | 05/07/1994 | 336/93 | 04/26/1995 | 030 |

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|--------------|-------------------------------|------------|-------|------------|--------|------------|-----|
| Saudi Arabia | FRISCO (IN ARABIC CHARACTERS) | Registered | 30646 | 08/30/1995 | 386/19 | 10/14/1996 | 042 |
| Saudi Arabia | FRISCO (IN ARABIC CHARACTERS) | Registered | 30646 | 08/30/1995 | 386/18 | 10/14/1996 | 030 |
| Saudi Arabia | HARDEE'S AND STAR LOGO DESIGN | Registered | 50707 | 08/22/1999 | 578/73 | 07/28/2001 | 042 |

Hardee's - International Trademarks

11/05/2003 Page 6

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Class(es) |
|--------------|----------------------------------------------------|------------|-----------------|-------------|------------------|------------|-----------|
| Saudi Arabia | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Registered | 60070 | 09/15/1999 | 577736 | 07/18/2001 | 042 |
| Saudi Arabia | HARDEE'S | Renewed | | | 87720 | 06/18/1989 | 029, 030 |
| Singapore | HARDEE'S | Renewed | 290382 | 06/07/1982 | T82/02903G | 06/07/1982 | 029 |
| Spain | HARDEE'S | Renewed | 916823 | 02/19/1985 | 916823 | 02/19/1980 | 042 |
| Sudan | HARDEE'S | Renewed | | | 18081 | 09/26/1989 | 042 |
| Taiwan | HARDEE'S IN CHINESE CHARACTERS | Registered | 89079521 | 12/30/2000 | 972186 | 11/16/2001 | 029 |
| Taiwan | HARDEE'S IN CHINESE CHARACTERS | Registered | 89079522 | 12/30/2000 | 964331 | 10/01/2001 | 030 |
| Taiwan | HARDEE'S | Renewed | 7125423 | 08/05/1982 | 8937 | 01/16/1993 | 007 |
| Taiwan | HARDEE'S (IN CHINESE) | Registered | 75-05399 | 02/06/1986 | 22031 | 08/16/1996 | 007 |
| Taiwan | HARDEE'S (IN CHINESE) | Registered | | | 321268 | 04/16/1998 | 020 |
| Taiwan | HARDEE'S (WITH CHINESE CHARACTERS) | Registered | 74-44719 | 10/28/1985 | 321340 | 04/16/1986 | 021 |
| Taiwan | HARDEE'S (WITH CHINESE CHARACTERS) | Registered | 74-44721 | 10/28/1985 | 319309 | 04/01/1996 | 026 |
| Taiwan | HARDEE'S (WITH CHINESE CHARACTERS) | Registered | | | 321402 | 04/16/1996 | 027 |
| Taiwan | HARDEE'S (IN CHINESE) | Registered | 76-41455 | 08/01/1987 | 32883 | 08/16/1996 | 007 |
| Taiwan | HARDEE'S (IN CHINESE) | Registered | | | 323567 | 05/01/1998 | 022 |
| Taiwan | HARDEE'S (IN CHINESE) | Registered | | | 319403 | 04/01/1998 | 028 |
| Taiwan | HARDEE'S | Renewed | 5257 | 09/10/1979 | R/16.187 | 09/09/1999 | 042 |
| Thailand | HARDEE'S | Renewed | 233552 | 09/28/1992 | TM1409 | 04/01/1993 | 030 |
| Thailand | HARDEE'S | Renewed | 233553 | 09/28/1992 | TM1410 | 04/01/1993 | 032 |

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|-------------|----------|------------|--------|------------|----------|------------|-----|
| Thailand | HARDEE'S | Renewed | 233551 | 09/28/1992 | TM4336 | 09/28/1992 | 029 |
| Trinidad | HARDEE'S | Registered | | | B11082 | 01/04/1993 | 042 |
| Tunisia | HARDEE'S | Registered | | | EE950852 | 06/15/1995 | 042 |
| United Arab | HARDEE'S | Dispatched | 2547 | 10/05/1993 | 9816 | 04/07/1997 | 041 |

11/05/2003 Page 7

Hardee's - International Trademarks

| Country | Trademark | Status | Application No. | Filing Date | Registration No. | Reg. Date | Class(es) |
|----------------|----------------------------------------------------|------------|-----------------|-------------|------------------|------------|---------------|
| United Arab | HARDEE'S | Dispatched | 2545 | 10/05/1993 | 9814 | 04/07/1997 | 029 |
| United Arab | HARDEE'S | Dispatched | 2546 | 10/05/1993 | 9815 | 04/07/1997 | 030 |
| United Arab | HARDEE'S AND STAR LOGO DESIGN | Pending | 32796 | 09/07/1999 | | | 042 |
| United Arab | HARDEE'S IN ARABIC CHARACTERS AND STAR LOGO DESIGN | Pending | 34038 | 12/05/1999 | | | 042 |
| Venezuela | HARDEE'S | Dispatched | 435178 | 07/12/1978 | 15.919-D | 04/01/1981 | 050 |
| British Virgin | HARDEE'S | Registered | 1745 | 01/24/1994 | 1745 | 01/24/1994 | 042 |
| Yemen PDR | HARDEE'S | Registered | | | 4463 | 01/08/1996 | 030 |
| Yemen PDR | HARDEE'S | Registered | | | 4465 | 01/08/1996 | 029 |
| Yemen PDR | HARDEE'S | Registered | | | 4466 | 05/24/1996 | 032 |
| Community | HARDEE'S | Registered | 946285 | 10/02/1998 | 000946285 | 07/06/2000 | 029, 042, 030 |

Other Entities:

| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date | Classes | Owner |
|------------------------|-------------------|------------|------------|-------------|----------|------------|---------------------------------|-------------------------------|
| Switzerland | HARDEE S DRIVE IN | Registered | 05870/1989 | 02/27/1989 | 375731 | 04/04/1990 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Algeria (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Austria (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Benelux (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |

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| Croatia (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Czech Republic (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Egypt (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| France (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Country Germany (Int. Reg.) | Mark HARDEE S DRIVE IN | Status Registered | App. No. 356637R | Filing Date 05/28/1969 | Reg. No. 356637R | Reg. Date 05/28/1969 | Classes 5, 29, 30, 31, 32, 33, 34 | Owner Hardee's Food Systems Ltd. |
| Hungary (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Italy (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Liechtenstein (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Macedonia (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Morocco (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Portugal (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| San Marino (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |

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| Slovak Republic (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Slovenia (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Spain (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Vietnam (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Yugoslavia (Int. Reg.) | HARDEE S DRIVE IN | Registered | 356637R | 05/28/1969 | 356637R | 05/28/1969 | 5, 29, 30, 31, 32, 33, 34 | Hardee's Food Systems Ltd. |
| Canada | CHEF BURGER | Registered | 326,844 | 10/17/1969 | TMA172,964 | 11/20/1970 | N/A | Burger Chef Systems, Inc. |