

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement (Trademarks)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bojangles' International, LLC		01/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank N.A., as Collateral Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85948763		
<b>Serial Number:</b>	87068057	BIG BO BOX	
<b>Serial Number:</b>	87446612	BO	
<b>Serial Number:</b>	86294590	BO	
<b>Serial Number:</b>	86295002	BO	
<b>Serial Number:</b>	86113973	BO FREEZE	
<b>Serial Number:</b>	86675649		
<b>Serial Number:</b>	73665673	BO TO GO	
<b>Serial Number:</b>	74162198	BO-BERRY BISCUITS	
<b>Serial Number:</b>	87398760	BOJ	
<b>Serial Number:</b>	85104816	BOJ	
<b>Serial Number:</b>	86585734	BOJ	
<b>Serial Number:</b>	86585985	BOJ	
<b>Serial Number:</b>	86924381	BOJANGLER	
<b>Serial Number:</b>	87730452	BOJANGLES'	
<b>Serial Number:</b>	73219662	BOJANGLES'	
<b>Serial Number:</b>	73323346	BOJANGLES' CAJUN PINTOS	
<b>Serial Number:</b>	73165468	BOJANGLES' CAJUN SPICED CHICKEN	
<b>Serial Number:</b>	73317694	BOJANGLES' DIRTY RICE	
<b>TRADEMARK</b>			

CH \$1415.00 85948763

Property Type	Number	Word Mark
Serial Number:	86585848	BOJANGLES EXPRESS
Serial Number:	74616791	BOJANGLES' EXPRESS
Serial Number:	73219654	BOJANGLES' FAMOUS CHICKEN'N BISCUITS
Serial Number:	73344644	BOJANGLES
Serial Number:	85118362	BOJANGLES'
Serial Number:	85296510	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS
Serial Number:	78454309	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS
Serial Number:	86617104	BOJANGLES FAMOUS CHICKEN 'N BISCUITS
Serial Number:	85315750	BOJANGLES' FAMOUS CHICKEN 'N BISCUITS
Serial Number:	85759755	BOJO PREMIUM ICED COFFEE
Serial Number:	85853569	BOJO
Serial Number:	85642302	BOJO
Serial Number:	86675732	BOMOJI
Serial Number:	86373879	BO-SMART
Serial Number:	73656445	BO-TATO ROUNDS
Serial Number:	73665671	BO-TO-GO
Serial Number:	87028035	BO'TOWN ROASTERS
Serial Number:	87032910	BO'TOWN ROASTERS
Serial Number:	78441562	BUFFALO BITES
Serial Number:	86480444	CAJUN FILET BISCUIT
Serial Number:	86436684	CHEDDAR BO
Serial Number:	87323786	CHICKEN SUPREMES
Serial Number:	74648399	COME TASTE THE DIFFERENCE
Serial Number:	73549769	EGG BO BISCUIT
Serial Number:	85296269	GOTTAWANNANEEDAGETTAHAVA
Serial Number:	86002960	IT HOLDS TEA
Serial Number:	85040401	IT'S BO TIME
Serial Number:	85124841	IT'S BO TIME
Serial Number:	86079567	IT'S BO TIME
Serial Number:	73219430	IT'S CAJUN SPICED
Serial Number:	85315761	LEGENDARY ICED TEA
Serial Number:	77001460	OUR FOOD IS FAMOUS. OUR CUSTOMERS LOVE U
Serial Number:	86120029	TAILGATE EVERYTHING
Serial Number:	73702968	THERE'S ALWAYS SOMETHING HAPPENIN' AT TH
Serial Number:	85385970	THINK INSIDE THE BOX
Serial Number:	86436662	'TIS THE SEASONING
Serial Number:	74591408	UNBOLIEVABLE!

**CORRESPONDENCE DATA****Fax Number:** 2127514864*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 049133-0300**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /s/ Angela M. Amaru**DATE SIGNED:** 01/30/2019**Total Attachments: 15**

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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**(TRADEMARKS)**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") is made as of January 28, 2019, between the signatory hereto (the "Grantor") in favor of CITIBANK, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of January 28, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

**SECTION 1. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"): (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Citi, as First Lien Agent, Citi, as Second Lien Agent, each Additional First Lien Representative and Additional Second Lien Representative from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BOJANGLES' INTERNATIONAL, LLC,  
as Grantor

By:   
Name: M. John Jordan  
Title: Senior Vice President of Finance, Chief  
Financial Officer and Treasurer

CITIBANK, N.A.,  
as Collateral Agent

By: 



Name: David Tudor



Title: Vice President



Schedule 1




See attached.









Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
	Registered	85/948,763	6/3/2013	4,452,741 (Supplemental Registry)	12/17/2013	Bojangles' International, LLC
BIG BO BOX	Registered	87/068,057	6/10/2016	5,124,103	1/17/2017	Bojangles' International, LLC
BO	Registered	87/446,612	5/11/2017	5,359,254	12/19/2017	Bojangles' International, LLC
	Registered	86/294,590	5/29/2014	5,348,421	12/5/2017	Bojangles' International, LLC
	Registered	86/295,002	5/29/2014	5,348,423	12/5/2017	Bojangles' International, LLC
BO FREEZE	Registered	86/113,973	11/08/2013	4,590,360	8/19/2014	Bojangles' International, LLC
	Registered	86/675,649	6/26/2015	5,034,399	9/6/2016	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
BO TO GO	Registered	73/665,673	6/10/1987	1,503,173	9/6/1988	Bojangles' International, LLC
BO-BERRY BISCUITS	Registered	74/162,198	4/29/1991	1,750,293	2/2/1993	Bojangles' International, LLC
BOJ	Registered	87/398,760	4/5/2017	5,429,808	3/20/2018	Bojangles' International, LLC
	Registered	85/104,816	8/11/2010	3,943,974	4/12/2011	Bojangles' International, LLC
	Registered	86/585,734	4/2/2015	4,850,866	11/10/2015	Bojangles' International, LLC
BOJ	Registered	86/585,985	4/2/2015	4,944,403	4/26/2016	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
BOJANGLER	Registered	86/924,381	3/1/2016	5,054,627	10/4/2016	Bojangles' International, LLC
BOJANGLES'	Registered	87/730,452	12/21/2017	5,524,656	7/24/2018	Bojangles' International, LLC
	Registered	73/219,662	6/14/1979	1,185,003	1/5/1982	Bojangles' International, LLC
BOJANGLES' CAJUN PINTOS	Registered	73/323,346	8/12/1981	1,218,514	11/30/1982	Bojangles' International, LLC
	Registered	73/165,468	4/7/1978	1,177,496	11/10/1981	Bojangles' International, LLC
BOJANGLES' DIRTY RICE	Registered	73/317,694	7/6/1981	1,219,347	12/7/1982	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
BOJANGLES EXPRESS	Registered	86/585,848	4/2/2015	4,850,876	11/10/2015	Bojangles' International, LLC
	Registered	74/616,791	12/30/1994	1,948,685	1/16/1996	Bojangles' International, LLC
	Registered	73/219,654	6/14/1979	1,271,956	3/27/1984	Bojangles' International, LLC
BOJANGLES	Registered	73/344,644	1/7/1982	1,214,458	10/26/1982	Bojangles' International, LLC
BOJANGLES <sup>®</sup>	Registered	85/118,362	8/30/2010	3,947,877	4/19/2011	Bojangles International, LLC
	Registered	85/296,510	4/15/2011	4,059,782	11/22/2011	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
	Registered	78/454,309	7/21/2004	3,049,355	1/24/2006	Bojangles' International, LLC
	Registered	86/617,104	5/1/2015	4,851,380	11/10/2015	Bojangles' International, LLC
	Registered	85/315,750	5/9/2011	4,060,147	11/22/2011	Bojangles' International, LLC
	Registered	85/759,755	10/22/2012	4,456,353	12/24/2013	Bojangles' International, LLC
	Registered	85/853,569	2/19/2013	4,406,945	9/24/2013	Bojangles' International, LLC
	Registered	85/642,302	6/4/2012	4,279,254	1/22/2013	Bojangles International, LLC


Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
BOMOJI	Registered	86/675,732	6/26/2015	4,942,952	4/19/2016	Bojangles' International, LLC
BO-SMART	Registered	86/373,879	8/21/2014	4,667,777	1/6/2015	Bojangles' International, LLC
BO-TATO ROUNDS	Registered	73/656,445	4/20/1987	1,496,914	7/19/1988	Bojangles' International, LLC
BO-TO-GO	Registered	73/665,671	6/10/1987	1,488,726	5/17/1988	Bojangles' International, LLC
BO-TOWN ROASTERS	Registered	87/028,035	5/06/2016	5,157,955	3/7/2017	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
<b>Bo'Town ROASTERS</b>	Registered	87/032,910	5/11/2016	5,157,969	3/7/2017	Bojangles' International, LLC
BUFFALO BITES	Registered	78/441,562	6/25/2004	3,034,730	12/27/2005	Bojangles' International, LLC
CAJUN FILET BISCUIT	Registered	86/480,444	12/15/2014	4,835,122	10/20/2015	Bojangles' International, LLC
CHEDDAR BO	Registered	86/436,684	10/28/2014	4,793,514	8/18/2015	Bojangles' International, LLC
CHICKEN SUPREMES	Registered	87/323,786	2/3/2017	5,295,060	9/26/2017	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
COME TASTE THE DIFFERENCE	Registered	74/648,399	3/13/1995	1,963,170	3/19/1996	Bojangles' International, LLC
EGG BO BISCUIT	Registered	73/549,769	7/24/1985	1,386,213	3/11/1986	Bojangles' International, LLC
GOTTAWANNANEEDAGETTAAHAVA	Registered	85/296,269	4/15/2011	4,056,307	11/15/2011	Bojangles' International, LLC
IT HOLDS TEA	Registered	86/002,960	7/5/2013	4,494,308	3/11/2014	Bojangles' International, LLC
IT'S BO TIME	Registered	85/040,401	03/17/2010	3,900,108	1/4/2011	Bojangles International, LLC



Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
	Registered	85/124,841	09/08/2010	3,947,905	04/19/2011	Bojangles International, LLC
ITS BO TIME	Registered	86/079,567	10/01/2013	4,529,358	5/13/2014	Bojangles' International, LLC
<i>It's Cajun speed</i>	Registered	73/219,430	06/13/1979	1,175,371	10/27/1981	Bojangles' International, LLC
LEGENDARY ICED TEA	Registered	85/315,761	05/09/2011	4,060,148	11/22/2011	Bojangles' International, LLC
OUR FOOD IS FAMOUS. OUR CUSTOMERS LOVE US.	Registered	77/001,460	9/18/2006	3,481,168	08/05/2008	Bojangles' International, LLC

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
TAILGATE EVERYTHING	Registered	86/120,029	11/15/2013	4,529,667	5/13/2014	Bojangles' International, LLC
THERE'S ALWAYS SOMETHING HAPPENIN' AT THE BO	Registered	73/702,968	12/28/1987	1,505,350	9/20/1988	Bojangles' International, LLC
THINK INSIDE THE BOX	Registered	85/385,970	8/1/2011	4,597,509	9/2/2014	Bojangles' International, LLC
'TIS THE SEASONING	Registered	86/436,662	10/28/2014	4,793,513	8/18/2015	Bojangles' International, LLC
	Registered	74/591,408	10/27/1994	1,924,331	10/3/1995	Bojangles' International, LLC