

01-07-2003



Form PTO-1595
(Rev. 10/02)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

102329132

Tab settings

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

1. Name of conveying party(ies):

Burger King Corporation

12-13-02

2. Name and address of receiving party(ies)

Name: Diageo PLC

Internal Address: SEE ATTACHED SCHEDULE

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Street Address:

City:

State:

Zip:

Execution Date: as of December 13, 2002

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/875,661

B. Patent No.(s) 5,727,451

5,168,354 5,189,944

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joshua R. Bressler, Esq.

Internal Address: Sullivan & Cromwell

Street Address: 125 Broad Street

City: New York State: NY Zip: 10004

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joshua R. Bressler, Esq.

Name of Person Signing

Signature

12/13/2002

Date

Total number of pages including cover sheet, attachments, and documents: 7

01/06/2003 LNUELLER 00000205 09875661

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160.00 DP

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 013616 FRAME: 0807

SCHEDULE

2. Name and address of receiving party:

Diageo PLC
8 Henrietta Place
London
W1G 0NB
United Kingdom

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, BURGER KING CORPORATION (the “Assignor”) has made certain agreements in the Pledge and Security Agreement (as defined below) and related documents with respect to the patents and patent applications listed on the annexed Schedule 1A, which patents and patent applications are issued or applied for in the United States Patent and Trademark Office (the “Scheduled Patents”);

WHEREAS, the Assignor, has entered into a Pledge and Security Agreement, dated December 13, 2002 (the “Pledge and Security Agreement”), in favor of DIAGEO PLC, as the secured party (the “Assignee”); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Scheduled Patents, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future violations thereof (the “Scheduled Patent Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

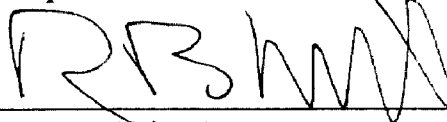
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Scheduled Patent Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Scheduled Patent Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of December 13, 2002.

BURGER KING CORPORATION,
a Florida Corporation

By:

A handwritten signature in black ink, appearing to read 'R B Hirst', written over a horizontal line.

Name: *Robert B. Hirst*

Title: *Executive Vice President,
General Counsel and Secretary*

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY
AND CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK)

CITY OF NEW YORK)

TO WIT:)

I, Robert B. Hirst, of the City of New York, in the State of New York, **MAKE OATH AND SAY:**

1. I am an officer or director or duly authorized signatory of BURGER KING CORPORATION, a Florida corporation (the "Corporation"), named in the within or annexed instrument.

2. I am authorized by the Corporation to execute the within instrument.

SWORN BEFORE ME at the City of New York, in the State of New York, this 13th day of December, 2002

Paul R. Khen

A Notary Public in and for the State of New York

PAUL R. KHEN
Notary Public, State of New York
No. 01046013690
Qualified in New York County
Commission Expires 12/31/2007

AFFIDAVIT OF EXECUTION
AND CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK)
CITY OF NEW YORK)
TO WIT:)

I Paul R. Khan, of the City of New York in the State of New York, a Notary Public in and for the State of New York, **MAKE OATH AND SAY:**

1. I was personally present and did see Robert B. Hirst, who is personally known to me to be the duly authorized signatory of BURGER KING CORPORATION, a Florida corporation (the "Corporation"), duly sign and execute the foregoing instrument for the purposes named therein.
2. That the instrument was executed at the City of New York, in the State of New York, and that I am the subscribing witness thereto.
3. That I know the said Robert B. Hirst and he/she is in my belief of the full age of twenty-one years.

SWORN BEFORE ME at the City of New York in the State of New York, this 13th day of December, 2002

Paul R. Khan

A Notary Public in and for the State of New York

PAUL R. KHAN
Notary Public, State of New York
No. 01KH6013690
Qualified in New York County
Commission Expires Sept. 28, 2006

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(PATENTS AND PATENT APPLICATIONS)

PATENT/ APPLICATION NO.	FILED	ISSUED	TITLE
US 09/875,661	6/5/2001	N/A	Food Holding Cabinet Assembly
US 5,727,451	3/13/1997	3/17/1998	Broiler Apparatus
US 5,168,354	3/27/1991	12/1/1992	Fast Food Drive-thru Video Communication System
US 5,189,944	2/19/1991	3/2/1993	Automated French Fry Cooking Apparatus