

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
QIP Holder LLC	02/09/2005

RECEIVING PARTY DATA

Name:	QFA Royalties LLC
Street Address:	1475 Lawrence Street, Suite 400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	60521355
Patent Number:	D467460
Patent Number:	D467797

CORRESPONDENCE DATA

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: kwinterton@hollandhart.com  
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Address Line 2: PO Box 8749  
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NAME OF SUBMITTER:

Kenneth C. Winterton

Total Attachments: 4

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PATENT

REEL: 015687 FRAME: 0249

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Grant of Security Interest in Patents

GRANT OF SECURITY INTEREST IN PATENTS (the "Grant"), dated as of February 9, 2005, made by QIP HOLDER LLC, a Delaware limited liability company ("Grantor"), in favor of QFA ROYALTIES LLC, a Delaware limited liability company ("Secured Party").

WHEREAS, the Grantor is the owner of the United States patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Patents"); and

WHEREAS, pursuant to the Issuer IP License Agreement, dated as of the date hereof, between Grantor and Secured Party (the "License Agreement"), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property defined in the License Agreement as the "Secured Assets," including the Patents and all products and proceeds of the foregoing (collectively, the "Patent Collateral"); and

WHEREAS, pursuant to the License Agreement, Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Patent Collateral granted pursuant to the License Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the License Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a continuing security interest in, and lien on, the Patent Collateral, in each case, now existing or hereafter acquired.

The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the License Agreement, which govern the Secured Party's security interest in the Patent Collateral, Grantor hereby acknowledges the sufficiency and completeness of this Grant to perfect the security interest in the Patent Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the security interest in the Patent Collateral may only be terminated in accordance with the terms of the License Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

QIP HOLDER LLC

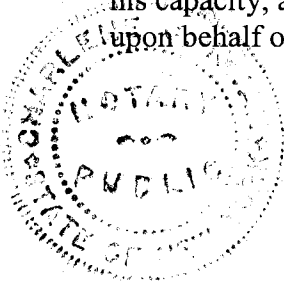
By: 

Name: Patrick E. Meyers

Title: Executive Vice President,  
General Counsel and Secretary

STATE OF NEW YORK     )  
  : ss.:  
COUNTY OF NEW YORK )

On the 9th day of February, 2005, before me the undersigned, personally appeared Patrick E. Meyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



A handwritten signature in black ink, appearing to be "CKW", written over a horizontal line.

Notary Public

CHARLENE C. KWAN  
Notary Public, State of New York  
No. 01KW6113082  
Qualified in Kings County  
Commission Expires July 19, 2008

Schedule 1 to Grant of Security Interest

List of Patents

United States Issued Patents

United States Design Patent No. D467,460 for Q-STRAW

United States Design Patent No. D467,797 for MEAL TRAY

United States Patent Applications

United States Provisional Patent Application No. 60/521355 for IMPINGEMENT OVEN WITH RADIANT HEATING, Michael Manning, applicant and employee of The Quizno's Master LLC.