

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5736048

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BURGER KING CORPORATION	09/24/2019

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	29666437
Patent Number:	7089850
Patent Number:	7921767
Patent Number:	8033213
Patent Number:	8867504
Patent Number:	8952298
Patent Number:	9638427
Patent Number:	10201245
Patent Number:	D655827
Patent Number:	D679198
Patent Number:	D695608
Patent Number:	D796258

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

PATENT

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/25/2019

Total Attachments: 6

source=18. RBI - U.S. Intellectual Property Security Agreement (Patents)#page1.tif
source=18. RBI - U.S. Intellectual Property Security Agreement (Patents)#page2.tif
source=18. RBI - U.S. Intellectual Property Security Agreement (Patents)#page3.tif
source=18. RBI - U.S. Intellectual Property Security Agreement (Patents)#page4.tif
source=18. RBI - U.S. Intellectual Property Security Agreement (Patents)#page5.tif
source=18. RBI - U.S. Intellectual Property Security Agreement (Patents)#page6.tif

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Burger King Corporation

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

2. Name and address of receiving party(ies)

Name: Wilmington Trust, National Association

Internal Address: _____

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 24, 2019

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other First Lien Security Agreement

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? Yes No

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

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera

Signature

September 24, 2019

Date

Elaine Carrera

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS)

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated September 24, 2019, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

WHEREAS, 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the "Issuer"), New Red Finance, Inc., a Delaware corporation (the "Co-Issuer" and together with the Issuer, the "Issuers"), the Guarantors from time to time party thereto and Wilmington Trust, National Association, as the trustee (the "Trustee") and the Collateral Agent have entered into the Indenture dated as of September 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture").

WHEREAS, in connection with the Indenture, the Grantor and the Collateral Agent have entered into the First Lien Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Notes Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Notes

Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Guarantor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies; Intercreditor Agreements. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements (or any other intercreditor agreement to which the Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of any Intercreditor Agreement (or such other intercreditor agreement) and the terms of this IP Security Agreement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


SECTION 8. Collateral Agent Makes No Representation. The Collateral Agent makes no representation as to the validity or sufficiency of this IP Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BURGER KING CORPORATION,
as Initial Grantor

By: _____


Name: Jill Granat

Title: Assistant Secretary

Jurisdiction for Formation/Incorporation: Florida

Address of Chief Executive Office:


5707 Blue Lagoon Drive

Miami, FL 3312

[Signature Page to IP Security Agreement -- US Patents]

PATENT
REEL: 050482 FRAME: 0563

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
solely in its capacity as Collateral Agent

By: 
Name: Sarah K. Vilhauer
Title: Banking Officer

SCHEDULE A

United States Patents and Patent Applications

Owner	Title	Status	Patent No. - Date Application No. - Date
Burger King Corporation	COOKING APPLIANCE	PENDING	29/666437 - Filed 10/12/2018
Burger King Corporation	FOOD HOLDING CABINET ASSEMBLY	ISSUED	7089850 - Issued 8/15/2006 09/875661 - Filed 05/05/2001
Burger King Corporation	AUTOMATIC BROILER FOR VARIABLE BATCH COOKING	ISSUED	7921767 - Issued 04/12/2011 11/899912 - Filed 9/7/2007
Burger King Corporation	AUTOMATIC BROILER FOR VARIABLE BATCH COOKING	ISSUED	8033213 - Issued 10/11/2011 11/129242 - Filed 5/13/2005
Burger King Corporation	PROVIDING DISTRIBUTED WIDE AREA COVERAGE INFRASTRUCTURE USING BLUETOOTH SIGNAL COMBINER	ISSUED	8867504 - Issued 10/21/2014 11/433708 - Filed 5/12/2006
Burger King Corporation	ELECTRIC BROILER	ISSUED	8952298 - Issued 2/10/2015 13/376541 - Filed 6/12/2009
Burger King Corporation	FLAME AND HEATED GAS SPREADER FOR BROILER	ISSUED	9638427 - Issued 5/2/2017 13/051607 - Filed 3/18/2011
Burger King Corporation	AUTOMATIC BROILER WITH AIR FLOW RESTRICTION PLATE	ISSUED	10201245 - Issued 2/12/2019 14/754379 - Filed 6/29/2015
Burger King Corporation	WALL SURFACE	ISSUED	D655827 - Issued 3/13/2012 29/356942 - Filed 3/4/2010
Burger King Corporation	CLAM SHELL WITH DIVIDER PACKAGE	ISSUED	D679198 - Issued 4/2/2013 29/419131 - Filed 4/25/2012
Burger King Corporation	BOX	ISSUED	D695608 - Issued 12/17/2013 29/435586 - Filed 10/25/2012
Burger King Corporation	BROILER COMPONENT	ISSUED	D796258 - Issued 9/5/2017 29/531751 - Filed 6/29/2015