

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		03/11/2009	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wendy's International, Inc.		
Street Address:	4288 West Dublin-Granville Road		
Internal Address:	P.O. Box 256		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017-0256		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2353060	3 TOUR CHALLENGE	
Registration Number:	1857962	3 TOUR CHALLENGE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509335/1254		
NAME OF SUBMITTER:	Mindy M. Lok		

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Signature:	/ml/
Date:	03/12/2009
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of March 11, 2009, from JPMorgan Chase Bank, N.A., a national banking association with an address at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Wendy's International, Inc., an Ohio corporation located at 4288 West Dublin-Granville Road, P.O. Box 256, Dublin, Ohio 43017-0256 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of January 14, 2009, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of January 14, 2009 between the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 15, 2009 at Reel 3920 and Frame 0048; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: **BARRY BERGMAN**
Title: **MANAGING DIRECTOR**

Signature Page to Wendy's International, Inc. Trademark Release

TRADEMARK
REEL: 003951 FRAME: 0373

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 10 day of MARCH, 2009, before me personally appeared Barry Bergman to me known who, being by me duly sworn, did depose and say that he/she is MANAGING DIRECTOR of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Application Number</u>
3 TOUR CHALLENGE	# 2,353,060
3 TOUR CHALLENGE	# 1,857,962