

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QIP Holder LLC		05/05/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	c/o Goldman, Sachs & Co., 30 Hudson St., 17th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2798072	CRUSTINO'S
Registration Number:	2921118	MMMM...TOASTY
Registration Number:	2892389	MMMM...TOASTY
Registration Number:	2826894	MR. QUIZ KNOWZ
Registration Number:	2755921	MR. QUIZ KNOWZ
Registration Number:	2540306	OVEN TOASTED TASTES BETTER
Registration Number:	2714443	Q
Registration Number:	2722381	Q
Registration Number:	2945298	Q
Registration Number:	2694703	Q BREAKFAST
Registration Number:	2694702	Q BREW
Registration Number:	2866741	QPOS
Registration Number:	2765143	QUIZ KIDZ

OP \$815.00 2798072

Registration Number:	3013409	QUIZNOS
Registration Number:	2728066	QUIZNOS
Registration Number:	2820292	QUIZNOS
Registration Number:	1317421	QUIZNO'S
Registration Number:	1716834	QUIZNO'S
Registration Number:	2086598	QUIZNO'S EXPRESS CLASSIC SUBS
Registration Number:	2843107	QUIZNOS SUB
Registration Number:	3013410	QUIZNOS SUB
Registration Number:	2228680	QUIZNO'S SUBS OVEN BAKED CLASSICS
Registration Number:	2468324	SMOOTHIE Q
Registration Number:	2466397	SMOOTHIE Q
Registration Number:	2901076	TOASTY
Registration Number:	2743992	TURBO TURKEY SUB
Registration Number:	2727950	WHAMMY HAMMY SUB
Serial Number:	78590904	BA-BING!
Serial Number:	78634774	MMMM...MONEY
Serial Number:	78604444	MMMM..TASTY
Serial Number:	78634736	OVEN MMMM...TOASTED
Serial Number:	78604443	OVEN-TOASTY

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0539 (1ST LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	05/05/2006

Total Attachments: 39
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 5, 2006 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Goldman Sachs Credit Partners L.P. ("GSCP"), as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, QCE LLC, a Delaware limited liability company (the "Borrower"), has entered into a Credit Agreement, dated as of May 5, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with QCE FINANCE LLC, a Delaware limited liability company ("Holdco"), the Lenders party thereto from time to time, GSCP, as Administrative Agent, DEUTSCHE BANK SECURITIES INC. ("DB"), as syndication agent (in such capacity, together with its successors and assigns, the "Syndication Agent"), CREDIT SUISSE SECURITIES (USA) LLC, BNP PARIBAS SECURITIES CORP., and WACHOVIA BANK, N.A. as co-documentation agents (in such capacity, together with their respective successors and assigns, the "Co-Documentation Agents"), and GSCP and DB as joint lead arrangers and joint bookrunners (in each such capacity, together with their respective successors and assigns, the "Joint Lead Arrangers");

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 5, 2006, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the ratable benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Collateral Agreement) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Collateral Agreement):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without

limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.


SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the 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, and are in addition to those set forth in the 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 Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement 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 and Secretary

SOURCE ONE DISTRIBUTION LLC

By: _____
Name: Scott O'Hara
Title: President

THE QUIZNO'S MASTER LLC

By: 
Name: Patrick E. Meyers
Title: Executive Vice President and Secretary

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)

TRADEMARK
REEL: 003304 FRAME: 0093

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

QIP HOLDER LLC

By: _____

Name:

Title:

SOURCE ONE DISTRIBUTION LLC

By: _____

Name:

Title: *President*

THE QUIZNO'S MASTER LLC

By: _____

Name:

Title:

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)

UNITE STATES
SCHEDULE TO INTELLECTUAL PROPERTY AGREEMENT

UNITED STATES
 PATENT AND TRADEMARK OFFICE
 Washington, DC 20503

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OWNER	REGISTRATION NUMBER	DESCRIPTION
OWNER	6	DESCRIPTION
Holder LLC	D46,746	DESCRIPTION
Holder LLC	D47,797	DESCRIPTION

Applicant:
 Holder LLC

APP

OWNER	REGISTRATION NUMBER	DESCRIPTION
OWNER	607513	DESCRIPTION
Holder LLC	607719062	DESCRIPTION
Holder LLC	607719062	DESCRIPTION

INTERNATIONAL TRADE MARKS
 UNITED STATES TRADE MARKS
 CLASS 30 - BREADSTUCCS

MARK CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
CLASS 30 - BREADSTUCCS	04/04/2011	09/19/2011	QIP Holder LLC
CLASS 30 - BREADSTUCCS	03/09/2009	05/11/2011	QIP Holder LLC
CLASS 30 - BREADSTUCCS	02/29/2008	05/11/2011	QIP Holder LLC
CLASS 30 - BREADSTUCCS	08/24/2004	08/24/2005	QIP Holder LLC
CLASS 30 - BREADSTUCCS	07/09/2004	08/24/2005	QIP Holder LLC
CLASS 30 - BREADSTUCCS	05/08/2003	08/24/2005	QIP Holder LLC
CLASS 30 - BREADSTUCCS	05/02/2003	08/24/2005	QIP Holder LLC
CLASS 30 - BREADSTUCCS	02/28/2000	08/24/2005	QIP Holder LLC
CLASS 30 - BREADSTUCCS	11/03/1999	08/24/2005	QIP Holder LLC

CLASSIFIED TO THE PUBLIC DOMAIN
 TRADEMARK
 REEL: 003304 FRAME: 0097

MARK	CLASS	DESCRIPTION	APPL. NO.	REG. NO.	STATUS	OWNER
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC
CLASSIFIED	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	Registered	QIP Holder LLC



Class 42 - Restaurant services

REGISTERED TRADEMARK
 UNITED STATES PATENT AND TRADEMARK OFFICE
 OFFICE OF THE SECRETARY OF COMMERCE
 WASHINGTON, D.C. 20513

MARK	CLASS & GOODS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	REG. CLASS	REG. HOLDER
	Class 30 - Beverages, including coffee	787256008	05/29/2003	06712040	7/12/2010	QIP Holder LLC	
	Class 30 - Beverages, including coffee	787256008	05/29/2003	06712040	7/12/2010	QIP Holder LLC	
	Class 30 - Beverages, including coffee	787256008	05/29/2003	06712040	7/12/2010	QIP Holder LLC	
	Class 30 - Beverages, including coffee	787256008	05/29/2003	06712040	7/12/2010	QIP Holder LLC	
	Class 30 - Beverages, including coffee	787256008	05/29/2003	06712040	7/12/2010	QIP Holder LLC	

MARK	CLASS	GOODS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	REG. CLASS	REG. TERM
Q1	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q2	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q3	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q4	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q5	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q6	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q7	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q8	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q9	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q10	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q11	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q12	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q13	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q14	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19
Q15	35	RESTAURANT SERVICES	79/107	07/10/07	2162139	08/02/19	2	08/02/19

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MAX CLASS & GOODS	Appi DA	Appi TF	2/8/25	35/18/1	18/10/4	IP Holder LLC
<p>QznoSSUB</p> <p>s4 u³ sta³ n² ervice² Cas e ur⁷ t⁷ I³ s³ e-o³ r³ tau³ e³ c³ I¹ Q² ut⁴ es⁴ ant⁴ s⁴ rvi⁴ e⁴</p>	4/5/2	7/7/4/8/98	18/10/4	18/10/4	IP Holder LLC	
<p>uznos SUB</p> <p>s4 u³ sta³ n² ervice² Cas e ur⁷ t⁷ I³ s³ e-o³ r³ tau³ e³ c³ I¹ Q² ut⁴ es⁴ ant⁴ s⁴ rvi⁴ e⁴</p>	0/2/0	7/7/4/8/98	0/8/28	0/8/28	IP Holder LLC	
<p>Quizn BS</p> <p>s4 u³ sta³ n² ervice² Cas e ur⁷ t⁷ I³ s³ e-o³ r³ tau³ e³ c³ I¹ Q² ut⁴ es⁴ ant⁴ s⁴ rvi⁴ e⁴</p>	0/1/9	7/7/4/8/98	0/8/28	0/8/28	IP Holder LLC	
<p>MOO H</p> <p>s4 u³ sta³ n² ervice² Cas e ur⁷ t⁷ I³ s³ e-o³ r³ tau³ e³ c³ I¹ Q² ut⁴ es⁴ ant⁴ s⁴ rvi⁴ e⁴</p>	05/3/1999	7/7/4/8/98	07/3/15	07/3/15	QIP Holder LLC	



Class 32 - Non-alcoholic frozen beverages containing fruits or other flavorings

SCHEDULE 1 INTERNATIONAL PROPERTY REGISTRATION

MARK CLASS & GOODS	APPL. DATE	REG. DATE	REG. CLASS	REG. TERM	REG. OFFICE	REG. NO.	REG. DATE	REG. CLASS	REG. TERM	REG. OFFICE	REG. NO.
MARK A CLASS & GOODS: 42 - Restaurant services	09/20/2001	06/17/2013	42	10 years	USPTO	7631521	04/01/00	42	10 years	USPTO	7631521
WHAMMY HAMMY S. UB	09/20/2001	06/17/2013	42	10 years	USPTO	7631521	04/01/00	42	10 years	USPTO	7631521
Class 42 - Restaurant services	09/20/2001	06/17/2013	42	10 years	USPTO	7631521	04/01/00	42	10 years	USPTO	7631521

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MARK	CLASS & GOODS	APPL. NO.	FILED	OW
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH
CLASS 35, 39, 42		08/01/85		PH

INTERNATIONAL TRADEMARKS
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COUNTRY	CLASS & GOODS	APP. DATE	REG. DATE	OWN
Argentina	CLASS 20 - Soft drinks CLASS 30 - Cakes and pastries	2/17/2003	2/17/2003	Quizno's Master LLC
Aruba	CLASS 42 - Business services	8/1/2000	8/4/2000	The Quizno's Master LLC
Australia	CLASS 42 - Business services	9/4/2003	9/4/2003	The Quizno's Master LLC

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78 G L U
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COUNTRY	MARK CLASS & GOODS	App. #	App. DATE	OWNER
USA	Class 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	Class 42 - Internet services	014112004	12/30/2011	The Quizno's Master LLC
Bahrain	Class 30 - Food products including sandwiches	089012001	12/30/2011	The Quizno's Master LLC



INTERNATIONAL AERIAL SECURITY
 Q N T E L P O A E R Y
 R - PLT SECURITY

COUNTRY	CLASS & GOODS	APPL. DATE	REG. DATE	REG. NO.	REG. OFF.
Canada	Class 43 - restaurant services	03/16/2003	7/14/2003	172512	The Quizno's Master LLC
Canada	Class 43 - restaurant services	01/12/2001	7/14/2003	172512	The Quizno's Master LLC
Canada	Class 43 - restaurant services	01/12/2001	7/14/2003	172512	The Quizno's Master LLC
Canada	Class 43 - restaurant services	01/12/2001	7/14/2003	172512	The Quizno's Master LLC
Canada	Class 43 - restaurant services	01/12/2001	7/14/2003	172512	The Quizno's Master LLC

DEPARTMENT OF COMMERCE
 INTERNATIONAL TRADE COMMISSION
 U.S. PATENT AND TRADEMARK OFFICE
 OFFICE OF THE SECRETARY
 WASHINGTON, D.C. 20514

COUNTRY	MARK ID CLASS & GOODS	APPL. # DATE	REG. # DATE	OWNER
Canada	<p> 14 Restaurants Quiznos Class 43 - restaurant services </p>	<p> 75521 5/25/94 </p>	<p> 0-16038 5/05/20 (5/05/2021) </p>	The Quizno's Master LLC
Canada	<p> 2a Quiznos Class 43 - restaurant services </p>	<p> 0/25/03 37427 </p>	<p> 0-16038 5/05/20 (5/05/2021) </p>	The Quizno's Master LLC

CLASS - S
 Gas ZN - S
 D - S
 V - B
 D - L
 A - 68
 A - 221
 A - 0
 A - 1
 A - 1
 A - 1

COUNTRY	CLASS & GOODS	FILE NO.	FILE DATE	OWNER
Canada	RESTAURANT SERVICES	6/22/15	7/1/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	0/9/9	7/9/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC
Canada	RESTAURANT SERVICES	6/15/15	7/20/15	QUIZNO'S LLC

UNITED STATES PATENT AND TRADEMARK OFFICE







FIG. 1

COUNTRY	CLASS & GOODS	APPL. NO.	FILED DATE	OWNER
USA	RESTAURANT SERVICES	14/307,023	1999/08/23	Quizno's Master LLC
USA	RESTAURANT SERVICES	19/008,994	2001/01/21	Quizno's Master LLC
USA	RESTAURANT SERVICES	10/273,572	2001/08/19	Quizno's Master LLC











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COUNTRY	MARK CLASS & GOODS	APPL #	N.D.V.	OWNER
United States	MARK CLASS & GOODS: CAS 2-RE... 13-30-... U N S O O Q U I Z CAS 2-RE... 14-4-... S T A N S T V C Q U I Z O S CAS 42-RE... R S A T S E R V I C E S	07/19/09 01-28-19-9 15764 AT	11/19/11 11/16/11 11/5/20 11/16/11 11/5/20 11/16/11 11/5/20 11/16/11	The Quizno's Master LLC The Quizno's Master LLC The Quizno's Master LLC
United States	MARK CLASS & GOODS: CAS 2-RE... 13-30-... U N S O O Q U I Z CAS 2-RE... 14-4-... S T A N S T V C Q U I Z O S CAS 42-RE... R S A T S E R V I C E S	07/19/09 01-28-19-9 15764 AT	11/19/11 11/16/11 11/5/20 11/16/11 11/5/20 11/16/11 11/5/20 11/16/11	The Quizno's Master LLC The Quizno's Master LLC The Quizno's Master LLC
United States	MARK CLASS & GOODS: CAS 2-RE... 13-30-... U N S O O Q U I Z CAS 2-RE... 14-4-... S T A N S T V C Q U I Z O S CAS 42-RE... R S A T S E R V I C E S	07/19/09 01-28-19-9 15764 AT	11/19/11 11/16/11 11/5/20 11/16/11 11/5/20 11/16/11 11/5/20 11/16/11	The Quizno's Master LLC The Quizno's Master LLC The Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	FILED	DATE	OWNER
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 42 - Restaurant services 	10/23/2000	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 42 - Restaurant services 	10/23/2000	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 42 - Restaurant services 	10/23/2000	10/23/2010	The Quizno's Master LLC

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COUNTRY	MARKING CLASS & COMMS	PL DA TE	FILE	WYER
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC
On durtas	 CLASS 3 - restaurant services	7/19/04	0-22013	The Quizno's Master LLC

COUNTRY	MARK CLASS & GOODS	APPL #	INTL DATE	INTL DATE	OWNER
India	Class 30 - Sweets, biscuits, cakes, pastries, etc. Class 31 - Beer, wine, spirits, etc. Class 32 - Soft drinks, etc. Class 33 - Beer, wine, spirits, etc. Class 34 - Cigarettes, etc. Class 35 - Advertising, etc. Class 36 - Insurance, etc. Class 37 - Transport, etc. Class 38 - Telecommunications, etc. Class 39 - Transport, etc. Class 40 - Manufacturing, etc. Class 41 - Education, etc. Class 42 - Services, etc.	2012	09/20/12	09/20/12	The Quizno's LLC
Indonesia	Class 25 - Clothing, footwear, etc. Class 26 - Jewelry, etc. Class 27 - Carpets, etc. Class 28 - Toys, etc. Class 29 - Meat, etc. Class 30 - Sweets, etc. Class 31 - Beer, etc. Class 32 - Soft drinks, etc. Class 33 - Beer, etc. Class 34 - Cigarettes, etc. Class 35 - Advertising, etc. Class 36 - Insurance, etc. Class 37 - Transport, etc. Class 38 - Telecommunications, etc. Class 39 - Transport, etc. Class 40 - Manufacturing, etc. Class 41 - Education, etc. Class 42 - Services, etc.	0502	11/25/05	11/25/05	The Quizno's Master LLC
Israel	Class 42 - Restaurant services	1490	05/22/2001	05/22/2001	The Quizno's Master LLC

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PROPERTY SECURITY INSTRUMENT

COUNTRY	MARKD CLASS & GOODS	APPLD DATE	FILING DATE	OWNER
Japan	<p>Class 42 - Offering of food and drinks.</p> <p>QUIZNO</p>	<p>12/4/98</p> <p>02/18/1998</p>	<p>4-08</p> <p>02/17/99</p> <p>02/17/00</p>	<p>The Quizno's Master LLC</p>

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COUNTRY	ANSWER	CLASS	FILE	DATE	OWNER
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	D A T E	S Q T	DATE	OWNER
Mexico	Q 25 S RVIC	19 03 19	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	19 05 34	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	01 / 17 / 399	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	07 / 09 / 00	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	09 / 00 / 04	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	11 / 03 / 200	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	02 / 02 / 04	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	00 / 10 / 20	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Mexico	Q 25 S RVIC	05 / 12 / 02	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Nicaragua	Q 25 S RVIC	03 / 35 / 9	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Nicaragua	Q 25 S RVIC	05 / 22 / 01	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Nicaragua	Q 25 S RVIC	07 / 19 / 09	3 06 11	02 / 03 / 21	Th Quizno Master LLC
Nicaragua	Q 25 S RVIC	03 / 28 / 02	3 06 11	02 / 03 / 21	Th Quizno Master LLC

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COUNTRY	MARK CLASS & GOODS	APPROPRIATE	FILE DATE	OWNER
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	02/15/2009	07/18/2009	The Quizno's Master LLC

COUNTRY	CLASS & GOODS	APP #	DATE	W/N
Saudi Arabia	CLASS 35 Wholesale distribution of goods	7/6/06 38	14/11/08	The Quizno's Master LLC
Saudi Arabia	CLASS 35 Wholesale distribution of goods	4/0/02	03/20/02	The Quizno's Master LLC
Singapore	CLASS 35 Wholesale distribution of goods	07/21/94	19/05/04	The Quizno's Master LLC
South Korea	CLASS 35 Wholesale distribution of goods	44/63 05/25/1994	11/1/99	The Quizno's Master LLC

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COUNTRY	CLASS & GOODS	APPROX. DATE	REG. #	REG. DATE	REG. TYPE
United Kingdom	CLASS 42 - TELECOMMUNICATIONS SERVICES	08/20/04	0820	08/20/04	TELECOMMUNICATIONS SERVICES
United States	CLASS 30 - SANDWICHES	09/28/2001	0118	09/28/2001	SANDWICHES
Tunisia	CLASS 42 - RESTAURANT SERVICES	09/28/2011	0118	09/28/2011	RESTAURANT SERVICES

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY	MARK CLASS & GOODS	APPL. # APPL. DATE	REG. NUM. REG. DATE	RENEW DATE	OWNER
Turkey	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	2002/8554 04/16/2002	2002 08554 04/16/2002	04/16/2012	The Quizno's Master LLC
Ukraine, The	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	2002076260/T 07/26/2002	41735 07/15/2004	07/26/2012	The Quizno's Master LLC
United Arab Emirates	Q (AND DESIGN)  Class 43 - restaurant services	52825 04/22/2003	52825 04/22/2003	04/22/2013	The Quizno's Master LLC
United Arab Emirates	QUIZNO'S Class 30 - Food products including sandwiches	45611 12/30/2001	39996 12/30/2011		The Quizno's Master LLC
United Arab Emirates	QUIZNO'S Class 42 - Restaurant services	45612 12/30/2001	39995 12/30/2001		The Quizno's Master LLC
United Kingdom	QUIZNO'S Class 42 - Restaurant, catering, cafe, canteen, coffee shop and snack bar services; bar and wine bar services	1576926 07/02/1994	1576926 07/02/1994	07/02/2011	The Quizno's Master LLC

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COUNTRY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION
United Kingdom	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION
Venezuela	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION


SCHEIDT & BONDY
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 1000 L Street, N.E.
 Washington, D.C. 20002
 Telephone: (202) 331-1100
 Facsimile: (202) 331-1101


COUNTRY	MARK NO	CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	1250	Class 42 - Restaurant services.	05/23/2001	05/23/2001	The Quinzino's Master LLC
Germany	1250	Class 42 - Restaurant services.	05/23/2001	05/23/2001	The Quinzino's Master LLC

Applicant's name: The Quinzino's Master LLC





COUNTRY	MARK CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	Class 42 - Restaurant services.	05/23/2001	05/23/2001	The Quinzino's Master LLC

IN THE UNITED STATES OF AMERICA
 PROPERTY SECURITY AGREEMENT


COUNTRY	MARK CLASS & GOODS	A.L.# P.D.A. AP L.	C.N.R. C.V.
Cayman Islands	 <p>nd d e i s g</p> <p>Class 43 - restaurant services</p>	Filing receipt pending	The Quizno's Master LLC

COUNTRY OF ORIGIN	MARK CLASS & GOODS	APPL. # (PL. #)	REGISTERED IN
Egypt	<p>CLASS 30: Sweets, confectionery, biscuits, pastries, cakes, pastilles, chewing gum, etc.</p> <p>CLASS 31: Fruit and vegetable preparations, etc.</p> <p>CLASS 32: Beverages, etc.</p> <p>CLASS 33: Alcoholic beverages, etc.</p> <p>CLASS 34: Tobacco, etc.</p> <p>CLASS 35: Advertising, etc.</p> <p>CLASS 36: Insurance, etc.</p> <p>CLASS 37: Building, etc.</p> <p>CLASS 38: Telecommunications, etc.</p> <p>CLASS 39: Transport, etc.</p> <p>CLASS 40: Manufacturing processes, etc.</p> <p>CLASS 41: Education, etc.</p> <p>CLASS 42: Computer services, etc.</p> <p>CLASS 43: Accommodation, etc.</p> <p>CLASS 44: Medical, etc.</p> <p>CLASS 45: Legal services, etc.</p> <p>CLASS 46: Entertainment, etc.</p> <p>CLASS 47: Real estate, etc.</p> <p>CLASS 48: Paper, etc.</p> <p>CLASS 49: Printing, etc.</p> <p>CLASS 50: Miscellaneous, etc.</p>	<p>3109003/2003</p>	<p>The Quinzno^S Manufacturer LLC</p>
		<p>6852 07/31/2004</p>	



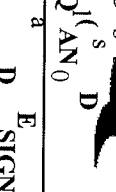

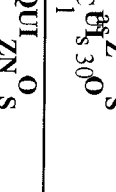
SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY	MARK CLASS & GOODS	APPL. # APPL. DATE	OWNER
Egypt	Q (AND DESIGN)  Class 32	168522 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 – Restaurant services	169523 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 - Restaurant services	150580 04/24/2002	The Quizno's Master LLC
India	QUIZNO'S Class 43 - Restaurant services	Filing receipt pending	The Quizno's Master LLC
Jordan	Q (AND DESIGN)  Class 30- Food products including sandwiches	80749 07/19/2005	The Quizno's Master LLC

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY	MARK CLASS & GOODS	APPL. # APPL. DATE	OWNER
Jordan	Q (AND DESIGN)  Class 43 - Restaurant services	80748 07/19/2005	The Quizno's Master LLC
Malaysia	QUIZNO'S Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey; treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; food products, including sandwiches QUIZNO'S	2001/09764 07/28/2001	The Quizno's Master LLC
Pakistan	QUIZNO'S Class 30 - Food products including sandwiches QUIZNO'S	174660 11/03/2001	The Quizno's Master LLC
Pakistan	QUIZNO'S Class 43 - restaurant services QUIZNO'S	1987405 07/17/2004	The Quizno's Master LLC
Philippines, The	QUIZNO'S Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey; treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; food products, including sandwiches Class 43 - Restaurant services QUIZNO'S	4-02-0009342 10/30/2002	The Quizno's Master LLC

C E U L E I O I N
S H D D I O I N
T T E L L E C T U A L P R A P T Y S E C U R I T Y

COUNTRY	MARK	PP D #	G L I N E
P U B L I C I T Y	G L A S S & G O O D S	P L A T E	R I N N
	A N D S I G N	I n c e	O I O
Qatar Rico	 A N D S I G N	1 3 i p t p e n d i n g	W L C I O P e r d L
Qatar	 A N D S I G N R e s t u r a n t s e r v i c e	1 80 3 1 0 0 0 2 / 0 4	Q u i z o s M a r k e t L L C h e i n L C
Qatar	 A N D S I G N R e s t u r a n t s e r v i c e	3 804 0 1 / / 0 4 3 0 1 / 0 0 3 0 2	Q u i z o s M a r k e t L L C h e i n L L C
Qatar	 A N D S I G N R e s t u r a n t s e r v i c e	1 0 3 8 5 0 / 0 / 2004	Q u i z o s M a r k e t L L C h e i n L L C
Qatar	 A N D S I G N R e s t u r a n t s e r v i c e	1 0 3 8 6 0 3 / 0 1 / 2004	Q u i z o s M a r k e t L L C h e i n L L C

COUNTRY	MARK CLASS & GOODS	P.L.D. #	MARK
S d Ar i	CLASS 30 S	848 A T 9/7/05 71/05	The Quizno's
United Arab	CLASS 30 S D F E F N	87 97/7/05 1/2/05	The Quizno's LLC
South Africa	CLASS 30 S Q a N - F	001/ 1/5/20 72221	The Quizno's MISCELL
South Africa	CLASS 30 S Z N N R p ' s	01/ 0884- 0/2/1	The Quizno's MISCELL
South Africa	CLASS 30 S Z N O S	5460 06/24/2005	The Quizno's MISCELL