

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
Source One Distribution LLC		05/05/2006	LIMITED LIABILITY COMPANY: COLORADO
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: 2			
Property Type	Number	Word Mark	
Serial Number:	78648323	RESTAURANT IN A TRUCK	
Serial Number:	78648309	STORE IN A TRUCK	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$65.00 78648323

Date:

05/05/2006

Total Attachments: 39

source=First Lien (GSCP)#page1.tif
source=First Lien (GSCP)#page2.tif
source=First Lien (GSCP)#page3.tif
source=First Lien (GSCP)#page4.tif
source=First Lien (GSCP)#page5.tif
source=First Lien (GSCP)#page6.tif
source=First Lien (GSCP)#page7.tif
source=First Lien (GSCP)#page8.tif
source=First Lien (GSCP)#page9.tif
source=First Lien (GSCP)#page10.tif
source=First Lien (GSCP)#page11.tif
source=First Lien (GSCP)#page12.tif
source=First Lien (GSCP)#page13.tif
source=First Lien (GSCP)#page14.tif
source=First Lien (GSCP)#page15.tif
source=First Lien (GSCP)#page16.tif
source=First Lien (GSCP)#page17.tif
source=First Lien (GSCP)#page18.tif
source=First Lien (GSCP)#page19.tif
source=First Lien (GSCP)#page20.tif
source=First Lien (GSCP)#page21.tif
source=First Lien (GSCP)#page22.tif
source=First Lien (GSCP)#page23.tif
source=First Lien (GSCP)#page24.tif
source=First Lien (GSCP)#page25.tif
source=First Lien (GSCP)#page26.tif
source=First Lien (GSCP)#page27.tif
source=First Lien (GSCP)#page28.tif
source=First Lien (GSCP)#page29.tif
source=First Lien (GSCP)#page30.tif
source=First Lien (GSCP)#page31.tif
source=First Lien (GSCP)#page32.tif
source=First Lien (GSCP)#page33.tif
source=First Lien (GSCP)#page34.tif
source=First Lien (GSCP)#page35.tif
source=First Lien (GSCP)#page36.tif
source=First Lien (GSCP)#page37.tif
source=First Lien (GSCP)#page38.tif
source=First Lien (GSCP)#page39.tif

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: 0138

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: *Max*

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, D.C. 20530

REGISTRATION

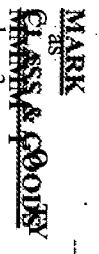

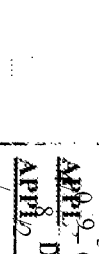


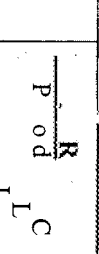

OWNER	REGISTRATION NUMBER	DESCRIPTION
OWNER	6	DESCRIPTION
Holder LLC	D46,746	DESCRIPTION
Holder LLC	D47,797	DESCRIPTION

Applicant's Name

APPLICANT

OWNER	REGISTRATION NUMBER	DESCRIPTION
OWNER	607513	DESCRIPTION
Holder LLC	607719062	DESCRIPTION
The Quizno's Master LLC	607719062	Enterprise Polling System

CLASSIFIED TO THE PUBLIC DOMAIN
 TRADEMARK
 REEL: 003304 FRAME: 0142

MARK	CLASS	DESCRIPTION	APPL. NO.	FILED	ISSUE DATE	REG. NO.	REG. DATE	OWNER
	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	05/16/2003	05/16/2003	QIP Holder LLC	
	3	Services consisting of the preparation and serving of food and beverages	43700		05/16/2003	05/16/2003	QIP Holder LLC	
	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	05/16/2003	05/16/2003	QIP Holder LLC	
	3	Services consisting of the preparation and serving of food and beverages	43700		05/16/2003	05/16/2003	QIP Holder LLC	
	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	05/16/2003	05/16/2003	QIP Holder LLC	
	3	Services consisting of the preparation and serving of food and beverages	43700		05/16/2003	05/16/2003	QIP Holder LLC	
	3	Services consisting of the preparation and serving of food and beverages	63513	09/20/2001	05/16/2003	05/16/2003	QIP Holder LLC	

REGISTERED IN FULL
 TRADEMARK
 UNL ROBERTY
 GE O
 WT A
 EMENT

MARK	CLASS & GOODS	APPL APPR 3YR	REG D TE	IP Holder
	Class 30 - Breads, pastries, confectionery, biscuits, wafers, crackers, etc.	7/18/2013	07/18/2013	IP Holder C
	Class 30 - Breads, pastries, confectionery, biscuits, wafers, crackers, etc.	1/21/2010	01/21/2010	IP Holder C
	Class 30 - Breads, pastries, confectionery, biscuits, wafers, crackers, etc.	7/12/2015	07/12/2015	IP Holder LLC
	Class 30 - Breads, pastries, confectionery, biscuits, wafers, crackers, etc.	05/09/2011	05/09/2011	IP Holder LLC
	Class 30 - Breads, pastries, confectionery, biscuits, wafers, crackers, etc.	05/29/2003	05/29/2003	QIP Holder LLC

SCHEDULE 1 INTERNATIONAL PROPERTY REGISTRATION

MARK CLASS & GOODS	APPL. DATE	REG. DATE	REG. CLASS	REG. TERM	REG. OFFICE	REG. NUMBER	REG. STATUS
MARK A CLASS 42 - Restaurant services	09/20/2001	06/17/2001	42	7 years	USPTO	7631521	Registered
CLASS 42 - Restaurant services	09/20/2001	06/17/2001	42	7 years	USPTO	7631521	Registered
CLASS 42 - Restaurant services	09/20/2001	06/17/2001	42	7 years	USPTO	7631521	Registered
CLASS 42 - Restaurant services	09/20/2001	06/17/2001	42	7 years	USPTO	7631521	Registered

INTERNATIONAL
 RAD E MARKS
 AL O E Y Y G R L
 PR P T S CUR I T
 N NT

COUNTRY	CLASS & GOODS	APP. DATE	REG. DATE	OWN
Argentina	CLASS 20 - Soft drinks CLASS 33 - Alcoholic beverages	02/17/2002	07/20/2002	Quizno's Master LLC
Aruba	CLASS 42 - Business services	08/11/2003	04/20/2004	The Quizno's Master LLC
Australia	CLASS 42 - Business services	04/01/2003	04/01/2004	The Quizno's Master LLC

HE
N S UL
F
C S C
IN T L
AL PR
E Y
R GN L
78 G L U
SECURIT D N NT
03 G 5 4
0

COUNTRY	MARK CLASS & GOODS	APPL. #	DATE	OWNER
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	CLASS 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC

INTERNATIONAL AERIAL SECURITY

COUNTRY	CLASS & GOODS	DATE	MARK	REGISTRATION
Canada	Class 43 - restaurant services	1/7/2012	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC

DEPARTMENT OF COMMERCE
 INTERNATIONAL TRADE
 REGISTRATION
 CLASS 43 - RESTAURANT SERVICES
 QUIZNO'S
 TRADEMARK

COUNTRY	MARK ID CLASS & GOODS	APPL. # DATE	REG. # DATE	OWNER
Canada	QUIZNO'S RESTAURANT SERVICES	75521 5/25/94	0-16038 5/05/20 (5/05/2021)	The Quizno's Master LLC
Canada	QUIZNO'S RESTAURANT SERVICES	75521 5/25/94	0-16038 5/05/20 (5/05/2021)	The Quizno's Master LLC
Canada	QUIZNO'S RESTAURANT SERVICES	75521 5/25/94	0-16038 5/05/20 (5/05/2021)	The Quizno's Master LLC

AN — S
 Gas Z N S
 D — S
 P T Y
 P R O P E R T Y
 S E C U R I T Y
 I N T E L L I G E N C E
 S E C U R I T Y
 I N T E L L I G E N C E
 I N T E L L I G E N C E
 I N T E L L I G E N C E

COUNTRY	CLASS & GOODS	FILED	REGISTRATION	EXPIRATION	OWNER
Canada	RESTAURANT SERVICES	6/22/15	1/1/16	1/30/2016	Quizno's Master LLC
Canada	RESTAURANT SERVICES	8/2/20	1/1/16	1/30/2016	Quizno's Master LLC
Canada	RESTAURANT SERVICES	01/27/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC
Chile	RESTAURANT SERVICES	03/16/15	1/1/16	1/30/2016	Quizno's Master LLC



U.S. PATENT AND TRADEMARK OFFICE
 RECEIVED
 TRADEMARK
 REEL: 003304 FRAME: 0153

COUNTRY	CLASS & GOODS	APPL. NO.	FILED	OWNER
USA	RESTAURANTS	14,307,000	1999/08/23	Quizno's Master LLC
USA	RESTAURANTS	19,990,899	2001/01/21	Quizno's Master LLC
USA	RESTAURANTS	19,900	2001/01/21	Quizno's Master LLC
USA	RESTAURANTS	10,273,572	2001/08/19	Quizno's Master LLC

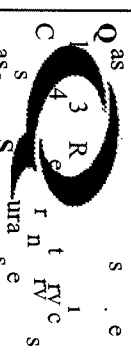
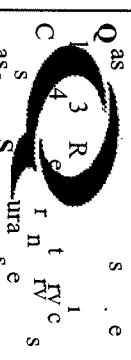
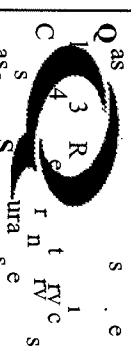
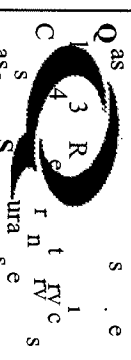
Q NO S O - IN LP PE Y
 R O P T SECURI
 A P L # A P L # N. D. V. L
 11 11
 C N I
 NVENT

COUNTRY	MARK CLASS & GOODS	FILED	APPL #	N. D. V. L	OWNER
United States	CLASS 1 (e.g., VENDING MACHINES)	15764	07/18/09	1/21/09	The Quizno's Master LLC
United States	CLASS 30 (e.g., BREADS)	15764	07/18/09	1/21/09	The Quizno's Master LLC
United States	CLASS 2 (e.g., RESTAURANTS)	16274	08/22/00	1/16/01	The Quizno's Master LLC
United States	CLASS 42 (e.g., SOFTWARE)	16274	08/22/00	1/16/01	The Quizno's Master LLC

HEUTE IN T
 ELCTUALP
 AP L #
 SECURITY
 DATE

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

THE
 E I O I E
 LE U
 AL P
 RO P L # SE C U R I T Y
 A P L
 P
 I C R I
 S N T
 A E N T
 I G E A V

COUNTRY	MARK & CLASS & GOODS	PL DA E	THE	WYER
On du		71/9/0 5/20/4 2/2/04	0-2/2 0-2/013 0-2/013	The Quizno's Master LLC
On du		45/2/9 41/9/9	0-2/00 0-2/00 0-2/00	The Quizno's Master LLC
On du		06/2/01 5/2/2010	0-2/00 0-2/00 0-2/00	The Quizno's Master LLC
On du		63/003 03/27/2003	0-2/003 0-03/2003	The Quizno's Master LLC

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

COUNTRY	MARK CLASS & GOODS	APPL. #	INT. DATE	INT. DATE	OWNER
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC
India	Class 30 - Food products including biscuits, confectionery, pastries, cakes, etc.	20120900	07/11/89	07/11/89	The Quizno's Master LLC

AN ()
 Q E N

AL P O P E R T Y S
 R R Y S E C U R I
 T R A D E M A R K
 I N T E L L E C T U A L
 P R O P E R T Y S
 A P P L #

COUNTRY	MARKD CLASS & GOODS	APPLD DATE	FILING DATE	OWNER
Japan	s 3 - c - h (1 s a s s d d l e ; G n t u s q u b h n i (t a e z i t o d d l) h e e s s e a l d u r k h n i (s a n w o k k) C i s e s s e a l d u r k h n i m y o k k s u n s o s r e a d p l s f n t o i e z e c n o m d l (p r e a d p u d p g : s h x p d o m s h u p e s e r c p z a a y k a s s s a s s e p p i n g e d z a a a q (p a n n d h o u r f e d o s h p p i n g e d z a a a q r a n n e m e h r r a e p a h a i k u g p e p r e d u x e h e i e p e d d e o d) (r a r e) p r e a l t h o s (p r a r d t r 1 0 p o r s r e a r e) k s s p r a r d t r 1 0 p o r s r e d n i p s i a e i n g n o n d i) a n l d s p a n n e d e f e e i n g n o n d i) a n l d s p e n t a f d f e e f l o e h r a e s c u s n a n t a f c a m y t e r c h o e h r a e s c u s n a n d a r o a n l h e e o s e a s t a c f o n d r e d a c h s i l g s u s e i e o o e o f e e a r r e d a c h s i l g s u s e i e o o e o f e e a r p w r e t i g f n p e d r p a t k y a s t f a e a s f i m e r a s f e c o d e u o f) y e x d i o r g p o r o r i n s a s n i f e c h h e r y a n t s d s e l e s b o r a s y o o h f k e l u k e o f e h u k e l e s o o o s a e r e d t a e f a 3 p h o n u n d a l a n d n r a o e n t l f n n e s f u n d r i n k s o a l o h l c r a d o r e r b v e r l e s h o t d n c o a r b o n a t e d l s 4 e s t n e s s C a s a s a u r a t s r v i c e s	2 3 2 3 0 6 0 9 5 3 / 2 / 2 0 3	1 7 / 1 / 0 1 s 9 2 1 / 1 0 3 2 3	The Quizno's Master LLC
Japan	QUIZNO Class 42 - Offering of food and drinks.	12 4 8 9 3 / 9 02/18/1998	4 1 1 0 8 7 5 5 1 0 1 / 9 9) 0 2 / 1 / 0 0 9	The Quizno's Master LLC

I - I
 ZR ES G- O BAKE AL PR PE T Y SECUI
 QUB S JB O D L S I A P P Y SECUI
 A P P Y SECUI
 I R I G
 I A A
 I N Y F
 I N Y MENT

COUNTRY	ANSWER	CLASS	FILE	DATE	OWNER
Japan	Class 25-1000	Class 25-1000	1774	5/9	The Quizno's Master LLC
Japan	Class 25-1000	Class 25-1000	03/1/09	099	The Quizno's Master LLC
Japan	Class 25-1000	Class 25-1000	97/9/1	25 98	The Quizno's Master LLC
Japan	Class 25-1000	Class 25-1000	6/28	0/2	The Quizno's Master LLC
Japan	Class 25-1000	Class 25-1000	42/100	5/20	The Quizno's Master LLC
Japan	Class 25-1000	Class 25-1000	6/2	11/21/004	The Quizno's Master LLC
Japan	Class 25-1000	Class 25-1000	11/21/004	11/20/2014	The Quizno's Master LLC

COUNTRY	MARK	CLASS & GOODS	AL	FILE	OFFER
Kuwait	QUN	Gas 3	11 A.5.7.D.T.E 22-04	3.20 5.2 2.2	The Quinzno's Master LLC
Kuwait	QUI	Gas 3	6 1/0	0.0 0.0	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	7 1.58	1.3 0.0	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	1.58 2.2	4.2 1.2	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	6 7/0	0.0 0.0	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	1.59 1.5	0.0 0.0	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	2 21/2004	0.0 0.0	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	9 0	0.0 0.0	The Quinzno's Master LLC
Kuwait	QUN	Gas 3	0.91 23/2002	0.0 0.0	The Quinzno's Master LLC
Malaysia	QUN	Gas 3	0 01/09765 07/28/2001	0.0 0.0	The Quinzno's Master LLC

INTERNATIONAL ELECTURAL PROPERTY SECURITY DOCUMENT

COUNTRY	MARK CLASS & GOODS	DATE	DATE	OWNER
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC
Mexico	Class 35: QUIZNO'S Service marks for retail store services	09/05/2005	09/05/2005	Quizno's Master LLC

HE - U L E I TO L E T S C U R I 0 1 / 0 1 A L E N T
 Q - S 0 P 5 # 0 4 0 2 .
 0 2 2 R M 1 1 7 4 1 4

COUNTRY	MARK CLASS & GOODS	APPROPRIATE	FILED DATE	OWNER
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC


Q I e S
 Cl as 3
 Cl as 3
 ER TY R
 P A P S ECU
 P L
 G N L
 MENTI

COUNTRY	CLASS & CODE	APP #	DATE	REG #	OWNER
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC
Saudi Arabia	Q103 CLASS 35 Selling of goods	7/06/2006	05/25/1994	1144	QUIZNO'S MASTER LLC

APP # DA

COUNTRY	MARK	CLASS & GOODS	APPROXIMATE	FILED DATE	REGISTRATION
Tunisia	QUIZ	Class 30 Food products including sandwiches	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 42 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 43 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 44 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 45 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 46 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 47 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 48 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 49 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Tunisia	QUIZ	Class 50 Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>COUNTRY</u>	<u>MARK CLASS & GOODS</u>	<u>APPL. #</u> <u>APPL. DATE</u>	<u>REG. NUM.</u> <u>REG. DATE</u> <u>RENEW DATE</u>	<u>OWNER</u>
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

CLASSIFICATION: 01-001560

CLASSIFICATION: 02/01/2001

CLASSIFICATION: 08/22/2015

COUNTRY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION
United Kingdom	01-001560	02/01/2001	08/22/2015	The Quizno's Master LLC
Venezuela	01-001560	02/01/2001	08/22/2015	The Quizno's Master LLC

SCHEIDT & BONDY
 INTERNATIONAL
 ATTORNEYS AT LAW
 1000 L Street, N.E.
 Washington, D.C. 20002
 Telephone: (202) 331-1100
 Fax: (202) 331-1101


COUNTRY	MARK NO CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	Class 42 - Restaurant services.	01/00/01	02/21/01	The Quinzno's Master LLC
Germany	Class 42 - Restaurant services.	01/25/00	05/18/00	The Quinzno's Master LLC
Germany	Class 42 - Restaurant services.	03/00/00	07/22/00	The Quinzno's Master LLC
Germany	Class 42 - Restaurant services.	08/22/00	08/22/00	The Quinzno's Master LLC


Applicant's name: Quinzno's Master LLC

Applicant's address: 1000 L Street, N.E., Washington, D.C. 20002





COUNTRY	MARK CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	Class 42 - Restaurant services.	05/23/0001	05/23/0001	The Quinzno'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 s Class 43 - restaurant services</p>	Filing receipt pending	The Quizno's Master LLC

COUNTRY United States of America (Egypt)	MARK 	CLASS & GOODS 31 - Cakes, pastries, breads, biscuits, wafers, crackers, etc.	APPL. # 6852 PL. # 07/31/2004	Egypt	(AND ESIGN) The Quizno SM Malt Beverage LLC	31 - 090 03/2/2003	The Quizno SM Malt Beverage LLC
---	--	--	--	-------	---	-----------------------	--

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT


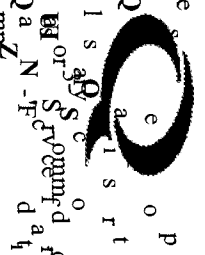
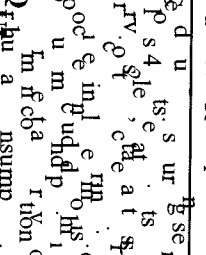
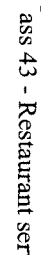
COUNTRY	MARK CLASS & GOODS	APPL. # APPL. DATE	OWNER
Egypt	Q (AND DESIGN)  Class 32	168522 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 – Restaurant services	169523 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 - Restaurant services	150580 04/24/2002	The Quizno's 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 CLASS & GOODS	PP # PL. # T. # A. # E. # In ce	REGISTRATION
Qatar	Qatar D E S I G N C S 4 A N 3 R e s t u r a n t s S t u d e n t s S e r v i c e s	1 3 80 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N C S 4 A N 3 R e s t u r a n t s S t u d e n t s S e r v i c e s	1 3 80 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N C S 4 A N 3 R e s t u r a n t s S t u d e n t s S e r v i c e s	1 3 80 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N C S 4 A N 3 R e s t u r a n t s S t u d e n t s S e r v i c e s	1 3 80 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N C S 4 A N 3 R e s t u r a n t s S t u d e n t s S e r v i c e s	1 3 80 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC

COUNTRY	MARK CLASS & GOODS	P.L.D. #	MARK
S d Ar i	CLASS D S	848 A T 97705 71/05	The Quizno's
United Arab		87 97470 1/205	The Quizno's LLC
South Africa		001/184 /5/202 72221	The Quizno's LLC
South Africa		01/0884- 0/2/1	The Quizno's LLC
South Africa		5460 06/24/2005	The Quizno's LLC