

05-11-2006



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Re 5-8-06

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Quizno's Master LLC		05/05/2006	LIMITED LIABILITY COMPANY: COLORADO

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1640049	BAIN'S
Registration Number:	0959079	BAIN'S CAFETERIA
Registration Number:	3020912	BATCH 83
Registration Number:	2945032	CHEF JIMMY'S
Registration Number:	2480913	CIAO! BABY
Registration Number:	1684756	SPAGHETTI JACK'S
Registration Number:	2971338	TOASTY
Serial Number:	78563681	MESA VERDE LOUNGE
Serial Number:	78541879	MESA VERDE SMOKING LOUNGE

## 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

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

**Total Attachments: 39**

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**RECEIPT INFORMATION**

**ETAS ID:** TM54871  
**Receipt Date:** 05/05/2006  
**Fee Amount:** \$240

## 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)

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)



**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**UNITED STATES PATENTS:**

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
QIP Holder LLC	D467,460	O-Straw
QIP Holder LLC	D467,797	Meal Tray

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
QIP Holder LLC	60/521355	Impingement Oven with Radiant Heating
The Quizno's Master LLC	60/719062	Franchise Tracking Software
The Quizno's Master LLC	60/719062	Enterprise Polling System


**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**UNITED STATES TRADEMARKS:**



Registrations:

<b>MARK CLASS &amp; GOODS</b>	<b>APPL. No APPL. DATE</b>	<b>REG. NO. REG. DATE RENEW DATE</b>	<b>OWNER</b>
<b>BAIN'S</b> Class 42 - Restaurant services	74/054,923 05/02/1990	1,640,049 04/02/1991 04/02/2011	The Quizno's Master LLC
<b>BAIN'S CAFETERIA</b>  <i>Bain's Cafeteria</i>	72/396,084 06/29/1971	959,079 05/15/1973 05/15/2013	The Quizno's Master LLC
Class 42 - Restaurant services			
<b>BATCH 83</b>	78/530066 12/09/2004	3020912 11/29/2005 Sec 8 & 15 11/29/2011	The Quizno's Master LLC
<b>CHEF JIMMY'S</b> Class 43 - Restaurant services; take-out restaurant services	78/247,432 05/08/2003	2,945,032 4/26/2005 Sec 8 & 15 4/26/2011	The Quizno's Master LLC
<b>CIAO! BABY</b> Class 42 - Restaurant and catering services	75/929,943 02/28/2000	2,480,913 08/21/2001 Sec 8 & 15 8/21/2007 08/21/2011	The Quizno's Master LLC
<b>CRUSTINO'S</b> Class 30 - Breadsticks	75/839,264 11/03/1999	2,798,072 12/23/2003 Sec 8 & 15 12/23/2009 12/23/2013	QIP Holder LLC


**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>MARK CLASS &amp; GOODS</b>	<b>APPL. No APPL. DATE</b>	<b>REG. NO. REG. DATE RENEW DATE</b>	<b>OWNER</b>
<b>MMMM...TOASTY</b> Class 30 – Sandwiches other than cracker sandwiches	76/389,519 04/01/2002	2,921,118 1/25/2005 Sec 8 & 15 1/25/2011	QIP Holder LLC
<b>MMMM...TOASTY</b> Class 43 - Restaurant services	76/389,522 04/01/2002	2,892,389 10/14/2004 Sec 8 & 15 10/12/2010	QIP Holder LLC
<b>MR. QUIZ KNOWZ</b> Class 43 - Restaurant services	76/315,480 09/20/2001	2,826,894 03/30/2004 Sec 8 & 15 3/30/2010	QIP Holder LLC
<b>MR. QUIZ KNOWZ</b> Class 30 - Prepared meals consisting primarily of sandwiches with a variety of side dishes, for consumption on or off the premises	76/467,725 11/18/2002	2,755,921 08/26/2003 Sec 8 & 15 8/26/2009	QIP Holder LLC
<b>OVEN TOASTED TASTES BETTER</b> Class 30 – Sandwiches	76/248,996 04/30/2001	2,540,306 02/19/2002 Sec 8 & 15 2/9/2008	QIP Holder LLC
 Class 42 - Restaurant services	76/315,131 09/20/2001	2,714,443 05/06/2003 Sec 8 & 15 5/6/2009	QIP Holder LLC



**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>MARK CLASS &amp; GOODS</b>	<b>APPL. No APPL. DATE</b>	<b>REG. NO. REG. DATE RENEW DATE</b>	<b>OWNER</b>
 Class 30 - Sandwiches	76/315,132 09/18/2001	2,722,381 06/03/2003 Sec 8 & 15 6/3/2009 06/03/2013	QIP Holder LLC
 Class 35 - Promoting the sale of restaurant services through the administration of a gift card program; gift card services, namely issuing gift card certificates which may be redeemed for prepared food and restaurant services.	78/329,812 11/19/2003	2,945,298 4/26/2005 Sec 8 & 15 4/26/2010	QIP Holder LLC
<b>Q BREAKFAST</b> Class 29 - Cream cheese Class 30 - Bagels, sandwiches and coffee	76/222,685 03/09/2001	2,694,703 03/11/2003 Sec 8 & 15 3/11/2009 03/11/2013	QIP Holder LLC
<b>Q BREW</b> Class 29 - Cream cheese Class 30 - Bagels, sandwiches and coffee	76/222,683 03/09/2001	2,694,702 03/11/2003 Sec 8 & 15 3/11/2009 03/11/2013	QIP Holder LLC
<b>QPOS</b> Class 09 - Cash register and parts therefore	78/256,008 05/29/2003	2,866,741 07/27/2004 Sec 8 & 15 7/27/2010 07/27/2014	QIP Holder LLC

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

<b>MARK CLASS &amp; GOODS</b>	<b>APPL. No. APPL. DATE</b>	<b>REG. NO. REG. DATE RENEW DATE</b>	<b>OWNER</b>
<b>QUIZ KIDZ</b> Class 42 - Restaurant services	76/315,477 09/20/2001	2,765,143 09/16/2003 Sec 8 & 15 9/16/2009 09/16/2013	QIP Holder LLC
<b>QUIZINOS</b> Class 30 - Sandwiches	78/498191 10/12/2004	3013409 11/08/2005 Sec 8 & 15 11/08/2011	QIP Holder LLC
<b>QUIZINOS</b> Class 43 - Restaurant services	76/382,249 03/13/2002	2,728,066 06/17/2003 Sec 8 & 15 6/17/2009 06/17/2013	QIP Holder LLC
<b>QUIZINOS</b> Class 29 - Snack foods, namely potato-based snack foods Class 30 - Cookies, croutons, sauces and candy mints	76/382,142 03/13/2002	2,820,292 03/02/2004 Sec 8 & 15 3/2/2010 03/02/2014	QIP Holder LLC
<b>QUIZINOS</b> Class 42 - Restaurant services	73/481,233 05/21/1984	1,317,421 01/29/1985 Sec 8 1/29/2015	QIP Holder LLC
 Class 42 - Restaurant services	74/191,042 08/02/1991	1,716,834 09/15/1992 Sec 8 9/15/2012 09/15/2012	QIP Holder LLC
<b>QUIZINOS EXPRESS CLASSIC SUBS</b> Class 42 - Restaurant services	75/106,989 05/20/1996	2,086,598 08/05/1997 Sec 8 8/5/2007	QIP Holder LLC

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

<b>MARK</b> <b>CLASS &amp; GOODS</b>	<b>APPL. No</b> <b>APPL. DATE</b>	<b>REG. NO.</b> <b>REG. DATE</b> <b>RENEW DATE</b>	<b>OWNER</b>
<b>QUIZNOS SUB</b> Class 42 - Restaurant services; take-out restaurant services	78/242,301 04/25/2003	2,843,107 05/18/2004 Sec 8 & 15 5/18/2010 05/18/2014	QIP Holder LLC
<b>QUIZNOS SUB</b> Class 43 - Restaurant services	78/498,283 10/12/2004	3,013,410 11/08/2005 11/08/2011	QIP Holder LLC
 Class 42 - Restaurant services	75/446,487 03/09/1998	2,228,680 03/02/1999 Sec 8 3/2/2009 03/02/2009	QIP Holder LLC
<b>SMOOTHIE Q</b> Class 32 - Non-alcoholic frozen beverages containing fruits or other flavorings	75/705,786 05/13/1999	2,468,324 07/10/2001 Sec 8 & 15 7/10/2007 07/10/2011	QIP Holder LLC
 Class 32 - Non-alcoholic frozen beverages containing fruits or other flavorings	75/705,785 05/13/1999	2,466,397 07/03/2001 Sec 8 & 15 7/3/2007 07/03/2011	QIP Holder LLC

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>MARK CLASS &amp; GOODS</b>	<b>APPL. No</b> <b>APPL. DATE</b>	<b>REG. NO.</b> <b>REG. DATE</b> <b>RENEW DATE</b>	<b>OWNER</b>
<b>SPAGHETTI JACK'S</b> Class 42 - Restaurant Services	74/150763 03/25/1991	1684756 04/28/1992 04/28/2011	The Quizno's Master LLC (as successor in interest to The Quizno's Corporation)
<b>TOASTY</b> Class 43 - Restaurant services	76/389,521 04/01/2002	2,901,076 11/09/2004 Sec 8 & 15 11/9/2010	QIP Holder LLC
<b>TOASTY</b> Class 30 - Sandwiches other than cracker sandwiches	76/389,520 04/01/2002	2,971,338 7/19/2005 Sec 8 & 15 7/19/2011	The Quizno's Master LLC
<b>TURBO TURKEY SUB</b> Class 42 - Restaurant services	76/315,478 09/20/2001	2,743,992 07/29/2003 Sec 8 & 15 7/29/2007	QIP Holder LLC
<b>WHAMMY HAMMY SUB</b> Class 42 - Restaurant services	76/315,479 09/20/2001	2,727,950 06/17/2003 Sec 8 & 15 6/17/2009	QIP Holder LLC
		07/29/2013	
		06/17/2013	

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Applications:


<b>MARK CLASS &amp; GOODS</b>	<b>APPL. No</b> <b>APPL. DATE</b>	<b>OWNER</b>
<b>BA-BING!</b> Classes 9, 36, 37 & 42	78/590904 03/18/2005	QIP Holder LLC
<b>MESA VERDE LOUNGE</b> Class 43 - Restaurant services	78/563681 02/09/2005	The Quizno's Master LLC
<b>MESA VERDE SMOKING LOUNGE</b> Class 43 - Restaurant services	78/541879 01/04/2005	The Quizno's Master LLC
<b>MMM...MONEY</b> Class 35	78/634774 05/23/2005	QIP Holder LLC
<b>MMM...TASTY</b> Class 43 - Restaurant services	78/604444 04/07/2005	QIP Holder LLC
<b>OVEN MMM...TOASTED</b> Class 43 - Restaurant services	78/634,736 5/23/05	QIP Holder LLC
<b>OVEN-TOASTY</b> Class 43 - Restaurant services	78/604443 04/07/2005	QIP Holder LLC
<b>RESTAURANT IN A TRUCK</b> Classes 35, 39, 42	78/648323 06/10/2005	Source One Distribution LLC
<b>STORE IN A TRUCK</b> Classes 35, 39, 42	78/648,309 6/10/05	Source One Distribution LLC




**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**INTERNATIONAL TRADEMARKS:**


Registrations:

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Argentina	<b>QUIZNO'S</b> Class 42 - all services in this class, especially provision of food and drink ready for consumption; restaurant services	2339872 05/29/2001	1907203 12/10/2002 12/10/2012	The Quizno's Master LLC
Aruba	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches Class 42 - Restaurant services	IM-0814.12 08/14/2000	20986 08/14/2000 08/13/2010	The Quizno's Master LLC
Australia	<b>Q (AND DESIGN)</b>  Class 30 - sandwiches; snack foods; pastry and confectionery; bread products comprising and including bread; preparations made from flour and cereals; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base; Class 32 - mineral and aerated waters and other non-alcoholic drinks; beverages including non-alcoholic carbonated beverages; fruit drinks and fruit juices; Class 43 - services for providing food and drink including restaurant services	949091 04/01/2003	949091 04/01/2003 04/01/2013	The Quizno's Master LLC

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Australia	<b>QUIZNO'S</b> Class 30 - Food products in this class including sandwiches; coffee and tea Class 32 - Beverages in this class including non-alcoholic beverages Class 42 - Restaurant services	789815 03/30/1999	789815 03/30/2099 03/30/2009	The Quizno's Master LLC
Australia	<b>QUIZNO'S SUBS OVEN BAKED CLASSICS (AND DESIGN)</b> Class 30 - Food products in this class including sandwiches; coffee and tea Class 32 - Beverages in this class including non-alcoholic beverages Class 42 - Restaurant services	789814 03/30/1999	789814 03/30/2001 03/30/2009	The Quizno's Master LLC
Bahamas, The	<b>QUIZNO'S</b> Local Class 39 (Class 42) - All goods included in Class 39	24096 08/15/2001	24096 8/15/2004 8/15/2015	The Quizno's Master LLC
Bahrain	<b>Q (AND DESIGN)</b>  Class 42 - restaurant services	40476 01/11/2004	SM40476 10/08/2005 1/11/2014	The Quizno's Master LLC
Bahrain	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	30694 12/30/2001	30694 12/30/2001 12/30/2011	The Quizno's Master LLC

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW. DATE</b>	<b>OWNER</b>
Bahrain	<b>QUIZNO'S</b> Class 42 - Restaurant services	4760 12/30/2001	SM 4760 12/30/2001 12/30/2011	The Quizno's Master LLC
Belize	<b>QUIZNO'S</b> Class 43 <b>QUIZNO'S</b>	5/14/2004 33460 08/15/2001		The Quizno's Master LLC
Bermuda	Class 42 - Food catering services; restaurant services	33460 08/15/2001	33460 08/15/2001 08/15/2008	The Quizno's Master LLC
Canada	<b>MMMM...TOASTY!</b> Class 30 - sandwiches Class 43 - restaurant services	1172408 03/25/2003	TMA620,321 9/20/2004 9/20/2019	The Quizno's Master LLC
Canada	<b>OVEN TOASTED TASTES BETTER</b> Class 30 - Sandwiches.	1102778 05/11/2001		The Quizno's Master LLC
Canada	<b>Q (and design)</b>  Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 43 - restaurant services	1172512 03/26/2003	TMA 644,321 7/14/2005 7/14/2020	The Quizno's Master LLC


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COUNTRY	MARK CLASS & GOODS	APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	OWNER
Canada	<b>QUIZ KIDZ</b> Class 42 - Restaurant services	1103366 05/17/2001	588,247 08/27/2003 08/27/2018	The Quizno's Master LLC
Canada	<b>QUIZNO'S</b> Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 43 - restaurant services	1172407 03/25/2003	TMA 638,787 05/02/2005 02/06/2013	The Quizno's Master LLC
Canada	<b>QUIZNO'S</b> Class 42 - Restaurant services	755525 05/25/1994	489496 02/06/1998 02/06/2013	The Quizno's Master LLC
Canada	<b>QUIZNO'S (AND DESIGN)</b> Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 43 - restaurant services	1172511 03/26/2003	TMA 639238 05/05/2005 05/05/2020	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Canada	<b>QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN</b> Class 30 - food products namely sandwiches; Class 32 - beverages including coffee, tea and [non-alcoholic carbonated beverages]; Class 42 - restaurant services.	1016685 06/22/1999	548140 07/13/2001 07/13/2016	The Quizno's Master LLC
Cayman Islands	<b>QUIZNO'S</b> Class 42 - Restaurant services		1576926 07/02/2001 07/02/2011	The Quizno's Master LLC
Chile	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	531.475 06/15/2001	616.358 01/10/2002 01/01/2012	The Quizno's Master LLC
Chile	<b>QUIZNO'S</b> Class 32 - Beverages, including coffee, tea and non-alcoholic beverages	531.476 06/15/2001	616.357 01/10/2002 01/02/2012	The Quizno's Master LLC
Chile	<b>QUIZNO'S</b> Class 42 - Restaurant services	531.627 06/15/2001	616.356 01/10/2002 01/10/2012	The Quizno's Master LLC
China	<b>QUIZNO'S</b> Class 42 - accommodation bureau (hotel, boarding houses); catering; cafes; canteens; hotels; restaurants; hotel reservations; self-service restaurants; snack bars; cocktail lounge services; holiday camp services (lodging); motels; bar.	2001146348 8/13/2001	2010537 12/14/2002 12/13/2012	The Quizno's Master LLC
Colombia	<b>QUIZNO'S</b> Class 42 - Restaurant services in general	01062772 8/2/20/2001	257409 10/30/2002 10/30/2012	The Quizno's Master LLC



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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Costa Rica	<b>Q (AND DESIGN)</b>    Class 43 - restaurant services	143107 05/23/2003	143,107 12/19/1993 12/19/2013	The Quizno's Master LLC
Costa Rica	<b>QUIZNO'S</b> 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, black pepper; vinegar, sauces, spices; ice; sandwiches and pizza	1999-0008994	124335 06/21/01 06/21/2011	The Quizno's Master LLC
Costa Rica	<b>QUIZNO'S</b> Class 42 - Restaurant services relating with procuring food and beverages	1999-0008993	123759 02/25/01 02/25/2011	The Quizno's Master LLC
European Community	<b>QUIZNO'S</b> 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 32 - beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; beverages; including coffee, tea and non-alcoholic carbonated beverages;  Class 42 - providing of food and drink; temporary accommodations; restaurant services	1057223 01/28/1999	1057223 01/28/1999 01/28/2009	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
European Community	<b>QUIZNO'S SUBS OVEN BAKED CLASSICS (and design)</b> Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sage, 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 32 - beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; beverages; including coffee, tea and non-alcoholic carbonated beverages; Class 42 - providing of food and drink; temporary accommodations; restaurant services	1057264 01/28/1999	1057264 01/28/1999 01/28/2009	The Quizno's Master LLC
Dominican Republic	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	2002-170326 07/26/2000	130722 09/15/2001 09/15/2011	The Quizno's Master LLC
Dominican Republic	<b>QUIZNO'S</b> Class 42 - Restaurant services	07/26/2000	119564 11/15/2001 11/15/2011	The Quizno's Master LLC
Ecuador	<b>QUIZNO'S</b> Class 42 - Restaurant services	116246 08/2/2001	6140-02 05/16/2002 05/16/2012	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
El Salvador	Q (AND DESIGN)  Class 43 - Restaurant services	54025-2004 07/29/2004	2634 3/2/2005 3/2/2015	The Quizno's Master LLC
El Salvador	QUIZNO'S Class 42 - Restaurant services	7682-99 11/04/1999	00206 06/07/2001 06/07/2011	The Quizno's Master LLC
France	QUIZNO'S Class 30 - Food products including sandwiches; Class 42 - Restaurant services	3055661 10/04/2000	3055661 10/04/2000 10/04/2010	The Quizno's Master LLC
Guatemala	Q (AND DESIGN)  Class 43 - Restaurant services	2004-6129 08/19/2004	134,875 3/15/2005 3/14/2015	The Quizno's Master LLC
Guatemala	QUIZNO'S Class 42 - Restaurant services	106606 10/23/2000	106606 10/23/0000 10/23/2010	The Quizno's Master LLC



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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. #</b> <b>APPL. DATE</b>	<b>REG. NUM.</b> <b>REG. DATE</b> <b>RENEW DATE</b>	<b>OWNER</b>
Honduras	Q (AND DESIGN) 	13519/2004 07/29/2004	10,835 08/12/2005 08/12/2015	The Quizno's Master LLC
	Class 43 - Restaurant services			
Honduras	QUIZNO'S Class 42 - Restaurant services	14542/1999	8240 02/25/2002 02/25/2012	The Quizno's Master LLC
Hong Kong	QUIZNO'S Class 42 - Restaurant services; self-service restaurants; snack-bars; cafes; cafeterias; canteens; catering services; cocktail lounge services; all included	08161/2001 05/22/2001	200,201,228 01/30/2002 05/22/2008	The Quizno's Master LLC
Iceland	Q (AND DESIGN) 	763/2003 03/27/2003	432/2003 06/03/2003 06/03/2013	The Quizno's Master LLC
	Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 43 - restaurant services			


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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Iceland	QUIZNO'S Class 30 - Food products including sandwiches Class 32 Beverages including coffee, tea, and non-alcoholic beverages	1909/2000 05/25/2000	1201/2000 10/02/2000 10/02/2010	The Quizno's Master LLC
India	QUIZNO'S Class 42 - Restaurant services QUIZNO'S Class 30 - food products including sandwiches	1120012 7/19/2002	1120012 06/06/2005 07/19/2012	The Quizno's Master LLC
Indonesia	QUIZNO'S Class 42 - Restaurant services, providing of food and drink	11026-11089 05/25/2001	508505 05/25/2001 05/25/2011	The Quizno's Master LLC
Israel	QUIZNO'S Class 42 - Restaurant services	149304 05/22/2001	149304 05/22/2001 05/22/2008	The Quizno's Master LLC


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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Japan	<p align="center"><b>Q</b></p> <p>Class 30 sandwiches; Chinese stuffed dumplings (gyoza, cooked), Chinese steamed dumplings (shumai, cooked), sushi, fried balls of batter mixed with small pieces of octopus (takoyaki), steamed buns stuffed with minced meat (niku-manjuh), hamburgers (prepared), pizzas (prepared), box lunches (prepared), hot dogs (prepared), meat pies (prepared), ravioli (prepared); snack foods; products comprising and including bread; confectionery, bread and buns; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base; unroasted coffee; seasonings and spices; almond paste; yeast powder, fermenting malted rice (koji), yeast, baking powder, instant confectionery mixes; sake lees (for food); husked rice, husked oats, husked barley, flour for food, gluten for food</p> <p>Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices</p> <p>Class 43 - restaurant services</p> <p><b>QUIZNO'S</b> Class 42 - Offering of food and drinks.</p>	<p>2003-023595 03/26/2003</p>	<p>4,735,016 12/19/2003 12/19/2013</p>	The Quizno's Master LLC
Japan	<p><b>QUIZNO'S</b> Class 42 - Offering of food and drinks.</p>	<p>12934/98 02/18/1998</p>	<p>4275508 05:21/1999 05:21/2009</p>	The Quizno's Master LLC


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COUNTRY	MARK CLASS & GOODS	APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	OWNER
Japan	QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN Class 42 - Offering of drinks and foods.	17745/99 03/01/1999	4437267 12/01/2000 12/01/2010	The Quizno's Master LLC
Japan	QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN Class 25 - clothing; garters; sock suspenders; braces; bands; belts; footwear; special sporting and gymnastic wear; special sporting and gymnastic footwear Class 30 - coffee and cocoa; coffee beans; tea; seasonings; spices; edible flours; processed grains; sandwiches; sushi; hamburgers; pizzas; box lunches; meat pies; ravioli; hotdogs; confectionery and bread; essences for instance confectionery; essences for ice creams; essences for sherbets; almond pastes; yeast powders; malt; yeast; baking powders; coagulating agent for ice creams; meat softening agents for domestic use; stabilizing agents for whipped creams; sake lees;	97259/1998	4438999 12/08/2002 12/08/2010	The Quizno's Master LLC
Jordan	QUIZNO'S Class 30 - Food products including sandwiches Class 42 - Restaurant services	66798 04/22/2002	66798 04/22/2002 04/22/2012	The Quizno's Master LLC
Kuwait	Q (AND DESIGN)  Class 30-Food products including sandwiches	67256 11/21/2004	55839 08/31/2005 11/20/2014	The Quizno's Master LLC


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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Kuwait	Q (AND DESIGN)  Class 43-Resturant services	67257 11/21/2004	54933 07/02/2005 11/20/2014	The Quizno's Master LLC
Kuwait	QUIZNO'S Class 43-Resturant services	67258 11/21/2004	55840 08/31/2005 11/20/2014	The Quizno's Master LLC
Kuwait	QUIZNO'S Class 43-Restaurant services	67259 11/21/2004	54934 07/04/2005 11/20/2014	The Quizno's Master LLC
Lebanon	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	90691 05/23/2002	90691 05/23/2002 05/23/2017	The Quizno's Master LLC
Malaysia	QUIZNO'S Class 43 - Restaurant and self-service restaurant services; canteen and catering services; café and cafeteria services; snack-bar services; banqueting services; bistro services; coffee shop services; information, advisory and consultancy services relating to the aforesaid services	2001/09765 07/28/2001	2001/09765 07/28/2001 07/28/2011	The Quizno's Master LLC


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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. #</b> <b>APPL. DATE</b>	<b>REG. NUM.</b> <b>REG. DATE</b> <b>RENEW DATE</b>	<b>OWNER</b>
Mexico	Q (AND DESIGN)  Class 43 - restaurant services	199016 04/30/2003	798506 04/30/2003 04/30/2013	The Quizno's Master LLC
Mexico	QUIZNO'S Class 42 - Restaurant services Reclassified to Class 43	194053 03/17/1994	502259 08/30/1995 03/17/2014	The Quizno's Master LLC
Morocco	QUIZNO'S Class 30 - Food products including sandwiches Class 42 Restaurant services	79900 12/31/2001	79900 12/31/2001 12/31/2021	The Quizno's Master LLC
Netherlands Antilles	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	D-200440 05/07/2002	08688 05/27/2002 05/07/2012	The Quizno's Master LLC
New Zealand	QUIZNO'S Class 42 - Catering for the provision of food and beverages; restaurant, bistro, brasserie, coffee shop, cafeteria and snack bar services	638359 05/23/2001	638359 11/29/01 05/23/2008	The Quizno's Master LLC
Nicaragua	QUIZNO'S Class 42 - Restaurant services	99-03746 11/03/1999	46556CC 01/22/2001 01/21/2011	The Quizno's Master LLC
Oman	QUIZNO'S Class 43 - Restaurant services	28035 05/05/2002	28035 05/18/2005 05/05/2012	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Panama	Q (AND DESIGN) 	127405-1 05/30/2003	12742501 05/14/2004 05/30/2012	The Quizno's Master LLC
	Class 43 - Restaurant services			
Panama	QUIZNO'S Class 42 - Restaurant services	113507 3/23/2001	113507 01 03/23/2001 03/23/2011	The Quizno's Master LLC
Peru	QUIZNO'S Class 30 - Food products, namely, sandwiches	110455 04/17/2001	70901 04/17/2001 04/17/2011	The Quizno's Master LLC
Peru	QUIZNO'S Class 42 - Restaurant services	110345 11/30/2000	23017 11/30/2000 11/30/2010	The Quizno's Master LLC
Puerto Rico	QUIZNO'S Class 42 - Restaurant services	43455 09/23/1997	41455 09/23/1997 09/23/2007	QIP Holder LLC
Romania	QUIZNO'S Class 30 - Food products including sandwiches Class 43 -- Restaurant services	M2000203929 07/15/2002	52405 07/15/2002 07/15/2012	The Quizno's Master LLC
Russian Federation	QUIZNO'S Class 30 - Food products including sandwiches Class 43 -- Restaurant services	2002713901 07/18/2002	246426 07/18/2002 07/18/2012	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Saudi Arabia	<b>QUIZNO'S</b> 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.	76316 04/08/2002	662/49 04/08/2002 12/13/2011	The Quizno's Master LLC
Saudi Arabia	<b>QUIZNO'S</b> Class 43 - Services for providing food and drink; temporary accommodation.	76317 04/08/20/02	662/50 04/08/2002 12/13/2011	The Quizno's Master LLC
Singapore	<b>QUIZNO'S</b> Class 42 - Restaurant services included.	S/6014/1994 07/12/1994	T94/06014G 07/12/1994 07/12/2014	The Quizno's Master LLC
South Korea	<b>Q (AND DESIGN)</b>  Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 43 - restaurant services	45-2003-1081 03/27/2003	10360 10/13/2004 10/13/2014	The Quizno's Master LLC
South Korea	<b>QUIZNO'S</b> Class 42 - Restaurant services	94-4165 05/25/1994	29994 01/11/1996 01/11/2016	The Quizno's Master LLC



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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. #</b> <b>APPL. DATE</b>	<b>REG. NUM.</b> <b>REG. DATE</b> <b>RENEW DATE</b>	<b>OWNER</b>
South Korea	QUIZNO'S Class 43 - Restaurant services	868638 10/18/2004	868638 10/18/2005 10/18/2015	The Quizno's Master LLC
Switzerland	QUIZNO'S Class 30 - Food products namely sandwiches Class 32 Beverages namely coffee, tea, and non-alcoholic beverages; Class 42 Restaurant services	06203/2000 05/24/2000	483842 04/18/2001 05/24/2010	The Quizno's Master LLC
Taiwan	QUIZNO'S Class 43 - Restaurant services	91028990 07/12/2002	1139779 02/01/2005 02/01/2015	The Quizno's Master LLC
Trinidad & Tobago	Q (AND DESIGN) 	35211 08/06/2004	35221 08/06/2004 08/04/2014	The Quizno's Master LLC
Trinidad & Tobago	Class 43 - Restaurant services QUIZNO'S Class 43 - Restaurant services	35062 06/08/2004	35062 02/17/2005 06/08/2013	The Quizno's Master LLC
Tunisia	QUIZNO'S Class 30 - Food products including sandwiches Class 42 - Restaurant services	EE01.1829 09/28/2001	EE01.1829 09/28/2001 09/28/2011	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Turkey	<b>QUIZNO'S</b> 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	<b>QUIZNOS</b> 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	<b>Q (AND DESIGN)</b>  Class 43 - restaurant services	52825 04/22/2003	52825 04/22/2003 04/22/2013	The Quizno's Master LLC
United Arab Emirates	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	45611 12/30/2001	39996 12/30/2011	The Quizno's Master LLC
United Arab Emirates	<b>QUIZNO'S</b> Class 42 - Restaurant services	45612 12/30/2001	39995 12/30/2001 12/30/2011	The Quizno's Master LLC
United Kingdom	<b>QUIZNO'S</b> 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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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
United Kingdom	<p><b>QUIZNO'S SUBS OVEN BAKED CLASSICS</b></p> <p>Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base</p> <p>Class 32 - beverages non-alcoholic beverages; non-alcoholic carbonated beverages; fruit drinks and fruit juices</p> <p>Class 42 - catering for the provision of food and drink; café services; restaurant services; provision of foodstuffs for consumption on or off the premises</p>	<p>2197852A 05/20/1999</p>	<p>2197852A 05/20/1999 05/20/2009</p>	The Quizno's Master LLC
United Kingdom	<p><b>QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN</b></p> <p>Class 30 - sandwiches; snack foods; products comprising and including bread; preparations made from flour; coffee; tea; cocoa; and artificial coffee; beverages having a coffee or tea or cocoa base</p> <p>Class 32 - beverages non-alcoholic beverages; non-alcoholic carbonated beverages; fruit drinks and fruit juices</p> <p>Class 42 - catering for the provision of food and drink; café services; restaurant services; provision of foodstuffs for consumption on or off the premises</p>	<p>2197852B 05/20/1999</p>	<p>2197852B 05/20/1999 05/20/2009</p>	The Quizno's Master LLC
Venezuela	<p><b>QUIZNO'S</b></p> <p>Class 30 - Food products including sandwiches</p>	<p>2001-001560 02/01/2001</p>	<p>P-245748 08/22/2003 08/22/2013</p>	The Quizno's Master LLC


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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Venezuela	QUIZNO'S Class 42 - Restaurant services.	2001-001561 02/11/2001	S-022399 08-22/2003 08-22/2013	The Quizno's Master LLC
Yemen	QUIZNO'S Class 42 - Restaurant services	19705 05/28/2002	16844 05/28/2002 05/28/2012	The Quizno's Master LLC



Applications:

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Bahamas, The	Q (AND DESIGN) 	Filing receipt pending	The Quizno's Master LLC
Brazil	Local Class 39 - All goods included in Class 39 QUIZNO'S Class 42 - Restaurant services	823940187 05/23/2001	The Quizno's Master LLC




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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Cayman Islands	<p><b>Q (and design)</b></p>  <p>Class 30 - sandwiches, snack foods, products comprising and including bread; preparations made from flour, coffee, tea, cocoa, and artificial coffee; beverages having a coffee or tea or cocoa base</p> <p>Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices</p> <p>Class 43 - restaurant services</p>	Filing receipt pending	The Quizno's Master LLC


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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
European Community	 <p>Q (and design) 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 32 - beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; including coffee, tea and non-alcoholic carbonated beverages; Class 42 - providing of food and drink; temporary accommodations; restaurant services</p>	3109089 03/25/2003	The Quizno's Master LLC
Egypt	<p>Q (AND DESIGN)</p>  <p>Class 30</p>	168521 07/31/2004	The Quizno's Master LLC

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<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
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	Class 43 - Restaurant services <b>QUIZNO'S</b> Class 43 - Restaurant services	150580 04/24/2002	The Quizno's Master LLC
India	<b>QUIZNO'S</b> 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**



<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Jordan	Q (AND DESIGN) 	80748 07/19/2005	The Quizno's Master LLC
	Class 43 - Restaurant services		
Malaysia	<b>QUIZNO'S</b> 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	2001/09764 07/28/2001	The Quizno's Master LLC
Pakistan	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	174660 11/03/2001	The Quizno's Master LLC
Pakistan	<b>QUIZNO'S</b> Class 43 - restaurant services	1987405 07/17/2004	The Quizno's Master LLC
Philippines, The	<b>QUIZNO'S</b> 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	4-02-0009342 10/30/2002	The Quizno's Master LLC



**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Puerto Rico	Q (AND DESIGN)  Class 43 - Restaurant services	Filing receipt pending	QIP Holder LLC
Qatar	Q (AND DESIGN)  Class 30	31803 03/01/2004	The Quizno's Master LLC
Qatar	Q (AND DESIGN)  Class 43	31804 03/01/2004	The Quizno's Master LLC
Qatar	QUIZNOS Class 30	31805 03/01/2004	The Quizno's Master LLC
Qatar	QUIZNOS Class 43 - Restaurant services	31806 03/01/2004	The Quizno's Master LLC

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Saudi Arabia	Q (AND DESIGN)  Class 30-Food products, including sandwiches	98428 07/17/2005	The Quizno's Master LLC
Saudi Arabia	Q (AND DESIGN)  Class 43 - Services for providing food and drink; temporary accommodation.	98429 07/17/2005	The Quizno's Master LLC
South Africa	QUIZNO'S Class 30 - Food products, including sandwiches.	2001/12842 07/25/2001	The Quizno's Master LLC
South Africa	QUIZNO'S Class 42 - Restaurants, snackbars, cafeterias, fast-food outlets, catering services, and all other services included in this class concerned with the procurement and provision of foods and beverages for human consumption.	2001/08842 05/22/01	The Quizno's Master LLC
Thailand	QUIZNO'S Class 43 - Restaurant services	594600 06/24/2005	The Quizno's Master LLC

**TRADEMARK**

**REEL: 003342 FRAME: 0042**

**RECORDED: 05/05/2006**