

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arby's IP Holder Trust		05/24/2010	Statutory Trust: DELAWARE
Arby's, LLC (f/k/a Arby's, Inc.)		05/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Markdel, Inc. (merged into Wendy's International, Inc. 7/1/07)		05/24/2010	CORPORATION: OHIO
Oldemark LLC		05/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Wendy's International, Inc.		05/24/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	2001 Clayton Road
Internal Address:	Building B
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520-2405
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 142

Property Type	Number	Word Mark
Registration Number:	3568371	A FRESH LOOK AT ARBY'S
Registration Number:	2797876	A FRESH TAKE ON FRESH TASTE
Registration Number:	1279135	ADVENTURE MEAL
Registration Number:	1018115	ARBY-Q
Registration Number:	1920035	ARBY-Q
Registration Number:	1065886	ARBY'S
Registration Number:	890631	ARBY'S
Registration Number:	1081230	ARBY'S

CH \$3565.00 3568371

Registration Number:	3164043	ARBY'S CHICKEN NATURALS
Registration Number:	3209776	ARBY'S CHICKEN NATURALS
Registration Number:	3262802	ARBY'S KIDS MEAL
Registration Number:	2815992	ARBY'S MARKET FRESH
Registration Number:	2720357	ARBY'S MARKET FRESH
Registration Number:	842177	ARBY'S SAUCE
Registration Number:	2299866	BRONCO BERRY SAUCE
Registration Number:	2954806	BUFFALO DOUBLE DIPPIN' FINGERS
Registration Number:	3209777	
Registration Number:	1978200	CINNACHIPS
Registration Number:	2311506	DREAM BIG. WORK HARD. GET IT DONE. PLAY FAIR. HAVE FUN. MAKE A DIFFERENCE.
Registration Number:	1983873	HOME OF THE ORIGINAL T.J. CINNAMONS SINCE 1984 GOURMET CINNAMON ROLL
Registration Number:	851991	HORSEY SAUCE
Registration Number:	3146765	I'M THINKING ARBY'S
Registration Number:	2254562	JALAPENO BITES
Registration Number:	3223907	LOADED POTATO BITES
Registration Number:	3086109	MADE WITH T.O.C. ARBY'S TENDER OVEN CARE
Registration Number:	3343900	MARKET FRESH
Registration Number:	2619643	MARKET FRESH
Registration Number:	3056634	MARTHA'S VINEYARD SALAD
Registration Number:	2482642	
Registration Number:	3682625	ONE BITE GUARANTEE
Registration Number:	2805015	ARBY'S
Registration Number:	3164842	OVER THE TOP BROWNIE
Registration Number:	3434561	POPCORN CHICKEN SHAKERS
Registration Number:	3671237	ROASTBURGER
Registration Number:	2672894	SHIFT SMARTS
Registration Number:	2189934	SIDEKICKERS
Registration Number:	2443595	SPICY THREE PEPPER
Registration Number:	1392724	T.J. CINNAMONS
Registration Number:	1397029	T.J. CINNAMONS
Registration Number:	2311553	T.J. CINNAMONS
Registration Number:	2944976	T.J. CINNAMONS CHOCOLATE TWIST

Registration Number:	2861331	T.J. CINNAMONS CINNAMON TWIST
Registration Number:	2678089	T.J. CINNAMONS GOURMET COFFEES
Registration Number:	2480547	T.J. CINNAMONS MOCHA CHILL
Registration Number:	3118121	T.J. CINNAMONS RASPBERRY TWIST
Registration Number:	2949891	T.O.C.
Registration Number:	3135224	TANGY SOUTHWEST SAUCE
Registration Number:	2949892	TENDER OVEN CARE
Registration Number:	3737896	THE BURGER DONE BETTER
Registration Number:	1427659	THE ORIGINAL GOURMET CINNAMON ROLL
Registration Number:	2323947	THE PERFECT COMBINATION
Registration Number:	2918191	THE ZING'S THE THING
Registration Number:	1857962	3 TOUR CHALLENGE
Registration Number:	2353060	3 TOUR CHALLENGE
Registration Number:	3179880	ADOPTION FRIENDLY WORKPLACE A SIGNATURE PROGRAM OF THE DAVE THOMAS FOUNDATION FOR ADOPTION
Registration Number:	3450411	BACONATOR
Registration Number:	1637222	BEST HAMBURGERS AND A WHOLE LOT MORE
Registration Number:	1809435	BIG BACON CLASSIC
Registration Number:	1527231	BIG CLASSIC
Registration Number:	1650884	BIGGIE
Registration Number:	2441330	CHEDDAR LOVERS
Registration Number:	2905708	CHICKEN TEMPTATIONS
Registration Number:	1398099	CHOOSE FRESH CHOOSE WENDY'S
Registration Number:	2144676	CLASSIC DOUBLE
Registration Number:	2149353	CLASSIC SINGLE
Registration Number:	2147698	CLASSIC TRIPLE
Registration Number:	2864062	DAVE THOMAS
Registration Number:	2695097	DAVE THOMAS
Registration Number:	2777699	DAVE THOMAS FOUNDATION FOR ADOPTION
Registration Number:	2857459	DELETREE CONMIGO
Registration Number:	3095550	DO WHAT TASTES RIGHT.
Registration Number:	3168474	DON'T COMPROMISE. PERSONALIZE.
Registration Number:	2784008	EAT GREAT, EVEN LATE!
Registration Number:	3224518	FRESCATA

Registration Number:	2961639	GARDEN SENSATIONS
Registration Number:	1639320	GARDEN SPOT
Registration Number:	936803	
Registration Number:	2053934	GREAT BIGGIE
Registration Number:	2699497	HAMBURGER BLISS
Registration Number:	1186182	HOT N JUICY
Registration Number:	2847387	IT'S BETTER HERE.
Registration Number:	3590843	IT'S WAAAAY BETTER THAN FAST FOOD
Registration Number:	2650863	MANDARIN CHICKEN
Registration Number:	3514686	MOM-RD
Registration Number:	2517465	MOZZARELLA LOVERS' BACON CHEESEBURGER
Registration Number:	1007170	OLD FASHIONED HAMBURGERS
Registration Number:	2731415	PEOPLE EXCELLENCE
Registration Number:	981735	QUALITY IS OUR RECIPE
Registration Number:	2909543	SIZZLIN' SAUTÉ BACON CHEESEBURGER
Registration Number:	2930029	SIZZLIN' SAUTÉ CHICKEN
Registration Number:	2311789	SPICY
Registration Number:	1575698	SUPERBAR
Registration Number:	3038718	SUPER VALUE MENU
Registration Number:	2326055	TASTE THE DIFFERENCE FRESH MAKES
Registration Number:	3365536	THAT'S RIGHT.
Registration Number:	1545770	THE BEST BURGERS IN THE BUSINESS
Registration Number:	935110	WENDY'S
Registration Number:	1297495	WENDY'S
Registration Number:	2387927	WENDY'S
Registration Number:	2445979	WENDY'S
Registration Number:	2456914	WENDY'S
Registration Number:	2391721	WENDY'S
Registration Number:	2415636	WENDY'S
Registration Number:	2448898	WENDY'S
Registration Number:	1269515	WENDY'S
Registration Number:	935109	WENDY'S OLD FASHIONED HAMBURGERS
Registration Number:	1023958	WENDY'S OLD FASHIONED HAMBURGERS QUALITY IS OUR RECIPE
Registration Number:	1270418	WENDY'S OLD FASHIONED HAMBURGERS

Registration Number:	1310481	WENDY'S QUALITY IS OUR RECIPE
Registration Number:	1269510	WENDY'S
Registration Number:	2588416	WENDY'S BUCKS
Registration Number:	1204971	WENDY'S HAS THE TASTE
Registration Number:	1414006	WHERE'S THE BEEF
Registration Number:	2907601	WILD MOUNTAIN BACON CHEESEBURGER
Registration Number:	2907600	WILD MOUNTAIN CHICKEN
Registration Number:	2501820	WENDY'S KIDS' MEAL
Registration Number:	2829340	WENDY'S OLD FASHIONED HAMBURGERS WENDY'S INTERNATIONAL FOUNDATION QUALITY IS OUR RECIPE
Registration Number:	2516898	WENDY'S KIDS' MEAL
Registration Number:	2708583	WENDY'S OLD FASHIONED COMBOS
Registration Number:	2345404	WENDY'S RULES THE NIGHT
Registration Number:	2345290	WENDY'S SERVICE EXCELLENCE
Registration Number:	2361938	WENDY'S SERVICE EXCELLENCE
Registration Number:	3025628	WENDY'S WONDERFUL KIDS
Registration Number:	2939184	WENDY'S WORLD QUALITY IS OUR RECIPE WENDY'S OLD FASHIONED HAMBURGERS
Registration Number:	2634301	WENDYS.COM
Registration Number:	2962825	WENET
Registration Number:	2035976	WENVIEW
Registration Number:	2857722	WE'VE RAISED THE BAR ON SALADS
Registration Number:	1410896	WHERE'S THE BEEF
Serial Number:	77630101	ARBY'S DINNER PACKS
Serial Number:	77658582	PROMISE CHECK
Serial Number:	77657678	STEAKHOUSE TOASTED SUB
Serial Number:	77291550	THE BIG KICKER TOASTED SUB
Serial Number:	77753299	ROASTBURGER BITES
Serial Number:	77806206	WORTH EVERY PENNY
Serial Number:	77876851	\$5 BUCK ROUNDUP
Serial Number:	77868544	ARBY'S IS DELICIOUS
Serial Number:	77874737	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS
Serial Number:	77874725	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS
Serial Number:	77874718	IT'S AN ARBY'S THING
Serial Number:	85035478	OUT-SIDE IN CINNAMON BITES

Serial Number:

77831343

YOU KNOW WHEN IT'S REAL.

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

398245-10

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

05/27/2010

Total Attachments: 11

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Trademark Security Agreement

Trademark Security Agreement, dated as of May 24, 2010, by and among Arby's IP Holder Trust, Arby's, LLC, Oldemark LLC and Wendy's International, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the non-contingent Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

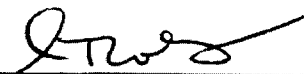
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARBY'S IP HOLDER TRUST
ARBY'S, LLC
OLDEMARK LLC
WENDY'S INTERNATIONAL, INC.

By: 
Name: Daniel T. Collins
Title: Senior Vice President,
Treasurer and Assistant Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 004213 FRAME: 0978

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Maurice Washington
Name: **Maurice Washington**
Title: **Vice President**

[Trademark Security Agreement]