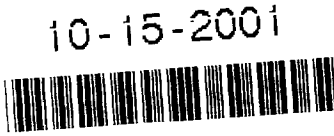


RE



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MARKDEL, INC.

10-8-01

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 1, 2001

2. Name and address of receiving party(ies)

Name: OLDEMARK LLC

Internal Address: 100 Bank Street, Suite 610B

Street Address: 100 Bank Street, Suite 610B

City: Burlington State: Vermont ZIP: 05402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

PLEASE SEE EXHIBIT A TO ASSIGNMENT OF TRADEMARKS ATTACHED HERETO.

B. Trademark Registration No.(s)

PLEASE SEE EXHIBIT A TO ASSIGNMENT OF TRADEMARKS ATTACHED HERETO.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James E. Roberts, Esq.
Wendy's International, Inc.

Internal Address: 4288 W. Dublin-Granville Road
Dublin, Ohio 43017

Street Address: 4288 W. Dublin-Granville Road

City: Dublin State: Ohio ZIP: 43017

6. Total number of applications and registrations involved: 58

7. Total fee (37 CFR 3.41).....\$ 1465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E Roberts
Name of Person Signing

Signature

10/1/01
Date

Total number of pages including cover sheet, attachments, and document: 6

EXHIBIT A

to Assignment of Trademarks

Assignment from: Markdel, Inc.

Assignment to: Oldemark LLC

US REGISTRATIONS

MARK	REG. NO.
Wendy's & Design	935,109
Wendy's	935,110
Girl Design in Oval	936,803
Quality Is Our Recipe	981,735
Old Fashioned Hamburgers	1,007,170
Wendy's & Design	1,023,958
Hot N Juicy	1,186,182
Wendy's Has The Taste	1,204,971
Wendy's	1,269,510
Wendy's & Design	1,269,515
Wendy's & Design	1,270,418
Wendy's	1,297,495
Wendy's & Design	1,310,481
Choose Fresh Choose Wendy's	1,398,099
Where's The Beef	1,410,896
Where's The Beef	1,414,006
Wendy's & Design	1,482,343
Big Classic	1,527,231
The Best Burgers In The Business	1,545,770
SuperBar	1,575,698
Best Hamburgers And A Whole Lot More	1,637,222
Garden Spot	1,639,320
Biggie	1,650,884
Biggie	1,809,435
Big Bacon Classic	1,810,966
Dave's Deluxe	1,945,610
Create a Combo	1,948,939
Wendy's Ski Family Challenge & Design	1,969,444
Wendy's & Design	2,052,943
The Wendy's Classic & Design	2,053,934
Great Biggie	2,075,049
Biggie Size	2,076,598
Fresh Stuffed Pitas	2,090,246
Fresh Stuffed Pitas & Design	2,144,676
Classic Double	2,147,698
Classic Triple	2,149,353
Classic Single	2,240,867
Steakhouse Bacon Cheeseburger	2,311,789
Spicy and Design	2,326,055
Taste The Difference Fresh Makes	

Wendy's Service Excellence & Design	2,345,290
Wendy's Rules The Night	2,345,404
Dave's Biggie	2,359,944
Wendy's Service Excellence & Design	2,361,938
Wendy's	2,387,927
Wendy's	2,391,721
Wendy's	2,415,636
Cheddar Lovers	2,441,330
Wendy's	2,445,979
Wendy's	2,448,898
Wendy's	2,456,914
PENDING US APPLICATIONS	
MARK	APPL. NO.
Hamburger Bliss	76/247,581
Mozzarella Lovers'	76/197,421
Mozzarella Lovers' Bacon Cheeseburger	78/009,155
Super Value Menu	76/283,400
Wendys.com	76/195,267
Wendy's Kids' Meal	76/105,577
Wendy's Kids' Meal & Design	76/105,769
Wendy's Old Fashioned Combos	76/283,553

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made and entered into to be effective as of 12:01 a.m., Eastern Daylight Time on October 1, 2001, by MARKDEL, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, having its principal place of business at 200 West Ninth Street Plaza, Box 2105, Wilmington, Delaware 19801 ("Markdel") to OLDEMARK LLC, a limited liability company duly organized and validly existing under the laws of the State of Vermont, having its principal place of business at 100 Bank Street, Suite 610B, Burlington, Vermont 05402 ("Oldemark");

WITNESSETH:

WHEREAS, Markdel has adopted and is using the trademarks, service marks and trade names described more fully in Exhibit A, attached hereto and incorporated herein by reference (the "Marks"), and has received Certificates of Registration for said Marks as set forth more fully in said Exhibit A (the "Mark Registrations"); and

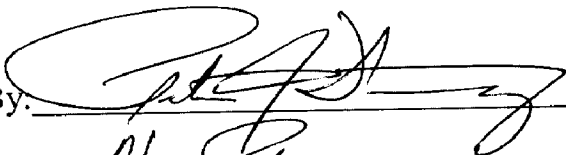
WHEREAS, Oldemark desires to acquire all right, title and interest and ownership in and to the Marks, Mark Registrations and all pending applications throughout the United States of America and its territories and possessions (the "USA");

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Markdel does hereby sell, grant, transfer, assign and convey to Oldemark, its legal representatives, successors and assigns, all of Markdel's right, title and interest and ownership in and to the Marks, Mark Registrations and all pending applications throughout the USA, together with the goodwill of the business symbolized by the Marks in such territories, including, without limitation, Markdel's right, title and interest and ownership in and to:

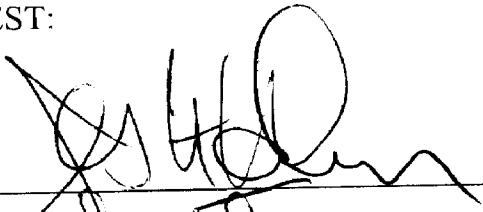
- (1) all renewals of the Mark Registrations for the Marks in the USA;
- (2) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Marks in the USA, including, without limitation, damages and payments for past or future infringements thereof; provided, however, that Markdel hereby retains its right to collect any income, royalties or payments attributable to period prior October 1, 2001;
- (3) the right to sue for past, present and future infringements of the Marks in the USA; and
- (4) all rights corresponding thereto throughout the USA, as fully and entirely as the same would have been held and enjoyed by Markdel had this assignment and sale not been made.

IN WITNESS WHEREOF, Markdel, through its duly authorized officer, has executed this instrument to be effective as of the day and year first hereinabove set forth.

MARKDEL, INC.

By: 
Title: V. Pres.

ATTEST:

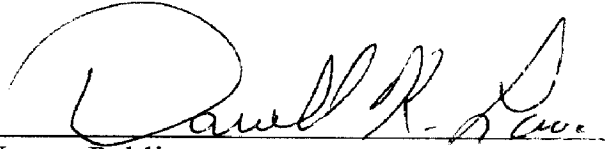
By: 
Title: Secretary

STATE OF DELAWARE)
COUNTY OF NEW CASTLE)

ss:

The foregoing Assignment of Trademarks was executed and acknowledged before me this 29TH day of AUGUST, 2001, by PETER J. WINNINGTON and JAMES F. HARTER, personally known to me to be the VICE PRES. and SECRETARY, respectively, of Markdel, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]



Notary Public

DARRELL K. LANE
NOTARY PUBLIC - DELAWARE
NEW CASTLE COUNTY
My Commission Expires Feb. 5, 2002

#15241