

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
The Quizno's Holding Company
(Attached schedule with additional companies)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Nevada
 Other _____

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

2. Name and address of receiving party(ies)
Name: Levine Leichtman Capital Partners II, L.P.
Internal Address: Suite 240
Street Address: 335 North Maple Drive
City: Beverly Hills State: CA Zip: 90210

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership California
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/3/03

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

A. Trademark Application No.(s) _____
See Attached Schedule A

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
See Attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Emilia F. Cannella, Esq.
Internal Address: Bingham McCutchen LLP
Street Address: 150 Federal Street
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 3.41).....\$ 940.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500927

DO NOT USE THIS SPACE

9. Signature.

Emilia F. Cannella  November 3, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 51

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$940.00 78293773

**Attachment to Trademark Recordation Form Cover Sheet
SCHEDULE OF CONVEYING PARTIES**

Item 1 Additional Names and State of Incorporation of Conveying Parties:

THE QUIZNO'S MASTER LLC, a Colorado limited liability company

THE QUIZNO'S ACQUISITION COMPANY LLC, a Colorado limited liability company

THE QUIZNO'S OPERATING COMPANY LLC, a Colorado limited liability company

THE QUIZNO'S REALTY COMPANY LLC, a Colorado limited liability company

AMERICAN FOOD DISTRIBUTORS LLC, a Colorado limited liability company

QUIZ-DIA LLC, a Colorado limited liability company

THE QUIZNO'S FRANCHISE COMPANY LLC, a Colorado limited liability company

QUIZNO'S SERVICES COMPANY LLC, a Colorado limited liability company

QUIZ-CAN LLC, a Colorado limited liability company

CAPOTEK LLC, a Colorado limited liability company

S&S EQUIPMENT COMPANY LLC, a Colorado limited liability company

AMERICAN FREIGHT COMPANY LLC, a Colorado limited liability company

US FULFILLMENT LLC, a Colorado limited liability company

TQSC LLC, a Colorado limited liability company

AMERICAN PAYROLL COMPANY, a Colorado corporation

QUIZNO'S FRANCHISING LLC, a Colorado limited liability company

BOULDER AVIATION MANAGEMENT LLC, a Colorado limited liability company

QUIZ-UK LLC, a Colorado limited liability company

QCCC LLC, a Colorado limited liability company

SCHEDULE A
U.S. Trademark Applications and Registrations

<u>MARK</u>	<u>APPL. #</u> <u>APPL. DATE</u>	<u>REG. NUM.</u> <u>REG. DATE</u>
ALLIANCE FRANCHISE FINANCE	78/293,773 08/28/2003	
BAIN'S	74/054,923 05/02/1990	1,640,049 04/02/1991
BAIN'S CAFETERIA (Stylized)	72/396,084 06/29/1971	959,079 05/15/1973
CAPOTEK	78/247,444 05/08/2003	
CHEESE LOUISE (and Design)	75/171,344 09/19/1996	2,144,161 03/17/1998
CHEESE LOUISE (and Design)	75/171,330 09/19/1996	2,125,221 12/30/1997
CHEEZE LOUISE	78/293,779 08/28/2003	
CHEF JIMMY	78/247,432 05/08/2003	
CIAO! BABY	75/929,943 02/28/2000	2,480,913 08/21/2001
CRUSTINO'S	75/839,264 11/03/1999	
FRESH 'N TOASTY	78/287,123 08/13/2003	
JIMMY'S BATCH 81	76/488,903 02/10/2003	
MMMM...TOASTY	76/389,519 04/01/2002	
MMMM...TOASTY	76/389,522 04/01/2002	
MR. QUIZ KNOWZ	76/315,480 09/20/2001	
MR. QUIZ KNOWZ	76/467,725 11/18/2002	2,755,921 08/26/2003
OVEN TOASTED TASTES BETTER	76/248,996 04/30/2001	2,540,306 02/19/2002
Q (Stylized)	76/315,131 09/20/2001	2,714,443 05/06/2003
Q (Stylized)	76/315,132 09/18/2001	2,722,381 06/03/2003

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<u>MARK</u>	<u>APPL. #</u> <u>APPL. DATE</u>	<u>REG. NUM.</u> <u>REG. DATE</u>
Q BREAKFAST	76/222,685 03/09/2001	2,694,703 03/11/2003
Q BREW	76/222,683 03/09/2001	2,694,702 03/11/2003
QPOS	78/256,008 05/29/2003	
QUIZ KIDZ	76/315,477 09/20/2001	2,765,143 09/16/2003
QUIZNOS	76/382,249 03/13/2002	2,728,066 06/17/2003
QUIZNOS	76/382,142 03/13/2002	
QUIZNO'S	73/481,233 05/21/1984	1,317,421 01/29/1985
QUIZNO'S (Stylized)	73/481,229 05/21/1984	1,317,420 01/29/1985
QUIZNO'S (Stylized)	74/191,042 08/02/1991	1,716,834 09/15/1992
QUIZNO'S EXPRESS CLASSIC SUBS	75/106,989 05/20/1996	2,086,598 08/05/1997
QUIZNOS SUB (Stylized)	78/242,301 04/25/2003	
QUIZNO'S SUBS (and Design)	75/446,487 03/09/1998	2,228,680 03/02/1999
SMOOTHIE Q	75/705,786 05/13/1999	2,468,324 07/10/2001
SMOOTHIE Q (and Design)	75/705,785 05/13/1999	2,466,397 07/03/2001
TOASTY	76/389,521 04/01/2002	
TOASTY	76/389,520 04/01/2002	
TURBO TURKEY SUB	76/315,478 09/20/2001	2,743,992 07/29/2003
WHAMMY HAMMY SUB	76/315,479 09/20/2001	2,727,950 06/17/2003

**SECOND AMENDED AND RESTATED
GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS SECOND AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 3rd day of November, 2003, by THE QUIZNO'S HOLDING COMPANY, a Nevada corporation and the successor-in-interest to The Quizno's Corporation, a Colorado corporation (" Holding"), THE QUIZNO'S MASTER LLC, a Colorado limited liability company (the "Company"), THE QUIZNO'S ACQUISITION COMPANY LLC, a Colorado limited liability company ("Acquisition"), THE QUIZNO'S OPERATING COMPANY LLC, a Colorado limited liability company ("Operating"), THE QUIZNO'S REALTY COMPANY LLC, a Colorado limited liability company ("Realty"), AMERICAN FOOD DISTRIBUTORS LLC, a Colorado limited liability company ("Distributors"), QUIZ-DIA LLC, a Colorado limited liability company ("DIA"), THE QUIZNO'S FRANCHISE COMPANY LLC, a Colorado limited liability company ("Franchise"), QUIZNO'S SERVICES COMPANY LLC, a Colorado limited liability company ("Services"), QUIZ-CAN LLC, a Colorado limited liability company ("Quiz-CAN"), CAPOTEK LLC, a Colorado limited liability company ("Capotek"), S&S EQUIPMENT COMPANY LLC, a Colorado limited liability company ("S&S"), AMERICAN FREIGHT COMPANY LLC, a Colorado limited liability company ("AFC"), US FULFILLMENT LLC, a Colorado limited liability company ("Fulfillment"), TQSC LLC, a Colorado limited liability company ("TQSC"), AMERICAN PAYROLL COMPANY, a Colorado corporation ("APC"), QUIZNO'S FRANCHISING LLC, a Colorado limited liability company ("QF"), BOULDER AVIATION MANAGEMENT LLC, a Colorado limited liability company ("Aviation"), QUIZ-UK LLC, a Colorado limited liability company ("Quiz-UK") and QCCC LLC, a Colorado limited liability company ("QCCC"), in favor of LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P., a California limited partnership (the "Purchaser"). Holding, the Company, Acquisition, Operating, Realty, Distributors, DIA, Franchise, Services, Quiz-CAN, Capotek, S&S, AFC, Fulfillment, TQSC, APC, QF, Aviation, Quiz-UK and QCCC may be individually referred to herein as a "Company Party" and collectively referred to herein as the "Company Parties."

W I T N E S S E T H:

WHEREAS, the Company Parties and the Purchaser are parties to a certain Second Amended and Restated Securities Purchase Agreement (including all annexes, exhibits and schedules thereto) of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement"), which Securities Purchase Agreement provides (i) for the issuance of the Notes to the Purchaser and the amendment and restatement of the Existing Warrants and (ii) for the grant by the Company Parties to the Purchaser of a security interest in certain of the Company Parties' assets, including, without limitation, patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein and in the related Collateral Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each Company Party agrees as follows:

1. Definitions

Capitalized terms used herein and defined in the Securities Purchase Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. Grant of Security Interest

To secure the payment of the Secured Obligations (as defined in the Security Agreement), each Company Party hereby grants to the Purchaser a security interest, effective immediately, in all of such Company Party's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

(i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the Patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the Trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(iii) Any license agreement in which such Company Party is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(iv) The goodwill of such Company Party's business connected with and symbolized by the Intellectual Property Collateral; and

(v) All cash and non-cash proceeds of the foregoing.

Notwithstanding the foregoing, "Intellectual Property Collateral" shall not include any of the foregoing that is subject to a valid Lien in favor of any Bank pursuant to Refinancing Indebtedness or any Bank Credit Documents; provided that that upon the occurrence of a Released Lien pursuant to Section 9.15 of the Securities Purchase Agreement, the assets or

property formerly subject to such Released Lien shall become part of the Intellectual Property Collateral and shall be subject to this Agreement. In such event, the Company Parties shall execute and deliver to the Purchaser such other agreements, instruments, approvals or other documents as may be requested by the Purchaser in order to create, perfect, establish, and maintain the first priority (subject only to the remaining Liens, if any, of a Bank, or Liens granted pursuant to Refinancing Indebtedness) of any Lien in favor of the Purchaser to effect the intent that, subject to certain exceptions contained in this Agreement, the other Collateral Documents and the Securities Purchase Agreement, all Company Parties and all Subsidiaries shall be bound by all of the terms, covenants and agreements contained in this Agreement and that all property and assets of all Company Parties and all Subsidiaries shall be collateral for the Obligations.

3. The Purchaser's Rights

Upon the occurrence and during the continuation of any Default or Event of Default, the Purchaser shall have all the rights and remedies of a secured party under the UCC and any other applicable state or federal laws. The Purchaser will give any Company Party reasonable notice of the time and place of any public sale of its Intellectual Property Collateral or the time after which any private sale of its Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of such Company Party set forth in the Securities Purchase Agreement at least ten (10) days before the date of such sale or disposition. In addition to the forgoing and all other rights and remedies of the Purchaser upon the occurrence and during the continuation of any Default or Event of Default, the Purchaser shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Company Party to the Purchaser concurrently with this Agreement to enable such rights to be carried out. Each Company Party agrees that, in the event the Purchaser exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from the Purchaser to such Company Party, such Company Party shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs a Default or Event of Default, each Company Party shall continue to own and use its Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence and during the continuance of a Default or Event of Default such right will, upon the exercise by the Purchaser of the rights provided by this Agreement, be revoked and the right of each Company Party to enjoy the uses, benefits, royalties and profits of its Intellectual Property Collateral will wholly cease, whereupon the Purchaser or its transferee(s) shall be entitled to all of each Company Party's right, title and interest in and to its Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon the Purchaser any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees

Each Company Party agrees to pay all filing fees with respect to the security interest created hereby which the Purchaser may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. Representations and Warranties

The Company Parties represent and warrant jointly and severally, that each of the Company Parties lawfully possess and own the Intellectual Property Collateral pledged by it hereunder and that except for the security interest granted hereby and the Permitted Encumbrances (as defined in the Securities Purchase Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company Parties have not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds therefor; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.

6. Application of Proceeds

The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by the Purchaser in connection with such sale and the exercise of the Purchaser's rights and remedies hereunder and under the Securities Purchase Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Secured Obligations due the Purchaser in such order as the Purchaser may elect (with the Company Parties remaining jointly and severally liable for any deficiency); and the balance, if any, shall be paid to the Company Parties or as a court of competent jurisdiction may direct.

7. Defense of Claims

Each of the Company Parties agrees to defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Purchaser therein. Each of the Company Parties agrees to reimburse the Purchaser for all costs and expenses incurred by the Purchaser in defending any such action, claim or proceeding.

8. Rights Cumulative

This Agreement shall be in addition to the Securities Purchase Agreement and the other Collateral Documents and shall not be deemed to affect, modify or limit the Securities Purchase Agreement and the other Collateral Documents or any rights that the Purchaser has under the Securities Purchase Agreement and the other Collateral Documents. Each of the Company Parties agrees to execute and deliver to the Purchaser (at such Company Party's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement and the Securities Purchase Agreement including, but not limited to, financing statements under the UCC.

9. Amendments; Construction and Invalidity

No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Company Party herefrom, shall in any event be effective unless the same shall be in writing and signed by the Purchaser and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. To the extent that any term of this Agreement conflicts with or is contradictory to the terms of the Securities Purchase Agreement, the terms of the Securities Purchase Agreement shall control. This Agreement amends and restates in its entirety the Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses dated as of June 27, 2002 among the parties as defined therein and the Purchaser (the "Prior Agreement"). Upon execution of this Agreement, the Prior Agreement shall have no further force or effect except that this Agreement is a continuation of the security interests granted in the Prior Agreement and constitutes a new grant of security interests only with respect to the Company Parties that were not parties to the Prior Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to be a waiver of any covenant or agreement, or a waiver of any breach of any representation or warranty contained in, or a waiver of any Default or Event of Default under, the Prior Agreement or limit, impair or otherwise affect any remedy of the Purchaser under the Prior Agreement.

10. CHOICE OF LAW; WAIVER OF TRIAL BY JURY

EACH OF THE COMPANY PARTIES AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE SECURITIES PURCHASE AGREEMENT AND THE COLLATERAL DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE COMPANY PARTIES AND THE PURCHASER WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY PARTIES, THE PURCHASER AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, AND UNDERSTANDING THEY ARE WAIVING A CONSTITUTIONAL RIGHT, THE PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THIS AGREEMENT, ANY OTHER INVESTMENT DOCUMENT OR THE TRANSACTIONS COMPLETED HEREBY OR THEREBY.

11. Notices

Each Company Party covenants and agrees that, with respect to the Intellectual Property Collateral, it will give the Purchaser written notice in the manner provided in the Securities Purchase Agreement of:

- (i) any claim by a third party that such Company Party has infringed on the rights of a third party;
- (ii) any suspected infringement by a third party on the rights of such Company Party; or
- (iii) any Intellectual Property Collateral created, arising or acquired by such Company Party after the date hereof.

12. Further Assurances

Each Company Party will take any such action as the Purchaser may reasonably require to further confirm or protect the Purchaser's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Company Party hereby grants to the Purchaser a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on such Company Party's behalf required to effectuate the terms, provisions and conditions of this Agreement. Each Company Party shall advise the Purchaser within thirty (30) days of its filing of any application of the registration of a trademark or patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Upon request of the Purchaser, each Company Party shall execute and deliver to the Purchaser any and all agreements, instruments, documents, and such other papers as may be requested by the Purchaser to evidence the security interest granted to the Purchaser in such trademark or patent. Each Company Party authorizes the Purchaser to modify this Agreement by amending the Schedules hereto to include any new item of Intellectual Property Collateral and any renewal applied for and obtained hereafter.

13. Reinstatement

The provisions of this Agreement shall remain in full force and effect and continue to be effective even if: (a) any petition is filed by or against any Company Party for liquidation or reorganization; (b) any Company Party becomes insolvent or makes an assignment for the benefit of creditors; (c) a receiver or trustee is appointed for all or any significant part of the assets of any Company Party; or (d) at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent transfer," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored, or returned, the Secured Obligations and Secured Party's Liens in the Intellectual Property Collateral shall be reinstated and deemed reduced only by any amount paid and not so rescinded, reduced, restored, or returned.

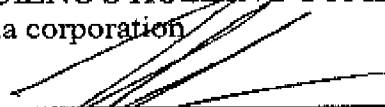
14. Termination

Subject to Section 13, this Agreement shall terminate upon full, final and indefeasible payment of all Obligations (other than inchoate indemnification obligations) of each of the Company Parties thereunder. Upon a Company Party's request, the Purchaser shall within a reasonable time after any such termination execute and deliver to such Company Party (at such Company Party's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.


IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses as of the date first written above.

THE COMPANY PARTIES:

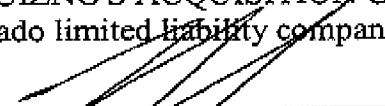
THE QUIZNO'S HOLDING COMPANY,
a Nevada corporation

By: 
Patrick E. Meyers
Executive Vice President and General Counsel

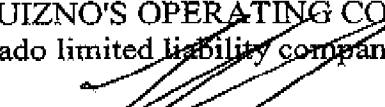
THE QUIZNO'S MASTER LLC,
a Colorado limited liability company

By: 
Patrick E. Meyers
Executive Vice President and General Counsel

THE QUIZNO'S ACQUISITION COMPANY LLC,
a Colorado limited liability company

By: 
Patrick E. Meyers
Executive Vice President and General Counsel

THE QUIZNO'S OPERATING COMPANY LLC,
a Colorado limited liability company

By: 
Patrick E. Meyers
Executive Vice President and General Counsel

THE QUIZNO'S REALTY COMPANY LLC,
a Colorado limited liability company

By: _____
Patrick E. Meyers
Executive Vice President and General Counsel

AMERICAN FOOD DISTRIBUTORS LLC,
a Colorado limited liability company

By: _____
Patrick E. Meyers
Executive Vice President and General Counsel

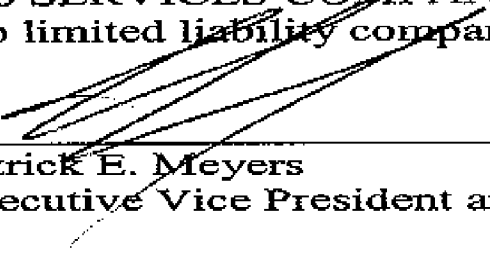
QUIZ-DIA LLC,
a Colorado limited liability company

By: _____
Patrick E. Meyers
Executive Vice President and General Counsel

THE QUIZNO'S FRANCHISE COMPANY LLC,
a Colorado limited liability company

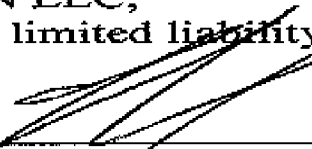
By: _____
Patrick E. Meyers
Executive Vice President and General Counsel

QUIZNO'S SERVICES COMPANY LLC,
a Colorado limited liability company

By: 


Patrick E. Meyers
Executive Vice President and General Counsel

QUIZ-CAN LLC,
a Colorado limited liability company

By: 

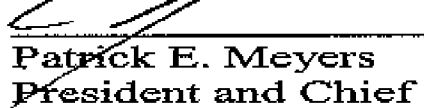
Patrick E. Meyers
Executive Vice President and General Counsel

CAPOTEK LLC, a Colorado limited liability
company

By: 

Patrick E. Meyers
Chief Executive Officer

S&S EQUIPMENT COMPANY LLC, a Colorado
limited liability company


By: 

Patrick E. Meyers
President and Chief Executive Officer


AMERICAN FREIGHT COMPANY LLC, a Colorado limited liability company

By: 
Patrick E. Meyers
President and Chief Executive Officer


US FULFILLMENT LLC, a Colorado limited liability company

By: 
Patrick E. Meyers
Executive Vice President and General Counsel

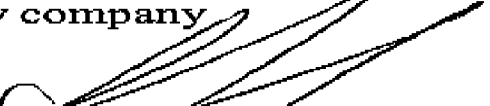
TQSC LLC, a Colorado limited liability company

By: 
Patrick E. Meyers
Executive Vice President and General Counsel


AMERICAN PAYROLL COMPANY, a Colorado corporation

By: 
Patrick E. Meyers
Executive Vice President and General Counsel

QUIZNO'S FRANCHISING LLC, a Colorado limited liability company


By: 
Patrick E. Meyers
Executive Vice President and General Counsel

**BOULDER AVIATION MANAGEMENT LLC, a
Colorado limited liability company**

By: 

Patrick E. Meyers
Executive Vice President and General Counsel


QUIZ-UK LLC, a Colorado limited liability company

By: 

Patrick E. Meyers
Executive Vice President and General Counsel

QCCC LLC, a Colorado limited liability company

By: **AMERICAN PAYROLL COMPANY**
Managing Member

By: 

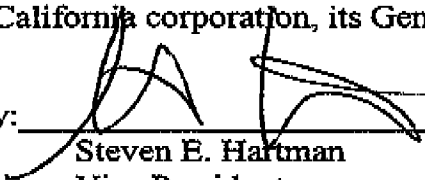
Patrick E. Meyers
Executive Vice President and General Counsel

ACCEPTED AND AGREED: PURCHASER

LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P.,
a California limited partnership

By: LLC California Equity Partners II, L.P.,
a California limited partnership, its General Partner

By: Levine Leichtman Capital Partners, Inc.,
a California corporation, its General Partner

By: 

Steven E. Hartman
Vice President

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

THE QUIZNO'S MASTER LLC, ITS PARENT AND SUBSIDIARIES

and

LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P.

PATENTS

NONE

TRADEMARK

REEL: 002747 FRAME: 0825

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

THE QUIZNO'S MASTER LLC, ITS PARENT AND SUBSIDIARIES


and

LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P.


TRADEMARKS

[See the attached 21 pages]



**The Quizno's Master, LLC United States Trademark Registration Activities
November 11, 2003**

<u>H&H FILE #</u> <u>OWNER</u>	<u>MARK</u> <u>CLASS & GOODS</u>	<u>STATUS</u> <u>APPL. #</u> <u>APPL. DATE</u>	<u>REG. NUM.</u> <u>REG. DATE</u> <u>RENEW DATE</u>	<u>WHAT'S</u> <u>NEXT?</u>
48642.0136 840033.US0 Alliance Franchise Finance LLC	ALLIANCE FRANCHISE FINANCE Class 36 – Financial services in the field of money lending	PENDING 78/293,773 08/28/2003		Awaiting First Office Action
48642.0008 840014.US0 The Quizno's Master LLC	BAIN'S Class 42 - Restaurant services	REGISTERED 74/054,923 05/02/1990	1,640,049 04/02/1991 04/02/2011	Renewal due 04/02/2011
48642. 0009 840015.US0 The Quizno's Master LLC	<i>Bain's Cafeteria</i> Class 42 - Restaurant services	REGISTERED 72/396,084 06/29/1971	959,079 05/15/1973 05/15/2013	Renewal due 05/15/2013
48642.0004 840003.US0 Capotek, LLC	CAPOTEK Class 42 - Computer software consultation; computer software leasing, development and design for others; database development, technical support services, namely, troubleshooting of computer hardware and software programs, monitoring of network systems, and providing back-up computer programs; installation, repair, maintenance and up- dating of computer software; providing temporary use of nondownloadable computer software for all the following: monitoring and managing inventory, and warehouses; controlling building environmental, music, access and security systems; point-of-sale transactions; database integration and management; managing merchant processing and payment; transferring information over a local area network and wide area network; transferring information between stores and with head office; each for use within the retail industry	PENDING 78/247,444 05/08/2003		Awaiting First Office Action
48642.0010 840016.US0 The Quizno's Master LLC	 Class 30 – Pizza	REGISTERED 78/249,996 05/17/1996	2,941,000 05/17/2000 05/17/2008	Renewal due 05/17/2008 Quizno's Master LLC to Binger



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H&H FILE #	MARK	STATUS	REG. NUM.	WHAT'S
OWNER	CLASS & GOODS	APPL. #	REG. DATE	NEXT?
		APPL. DATE	RENEW DATE	
48642.0011 840014.US1 The Quizno's Master LLC	 Class 42 - Carry-out restaurant services	REGISTERED 78/293,779 09/19/1996	2,480,913 08/21/2001 08/21/2011	§ 8 & 15 due 12/30/2003 Renewal due 12/30/2007 Client wants to abandon
48642.0137 840032.US0 The Quizno's Master LLC	CHEEZE LOUISE Class 42 - Restaurant services; take-out restaurant services; sandwiches	PENDING 78/293,779 08/28/2003		Awaiting First Office Action
48642.0003 840002.US0 The Quizno's Master LLC	CHEF JIMMY Class 43 - Restaurant services; take-out restaurant services	PENDING 78/247,432 05/08/2003		Awaiting First Office Action
48642.0012 840017.US0 The Quizno's Master LLC	CIAO! BABY Class 42 - Restaurant and catering services	REGISTERED 75/929,943 02/28/2000	2,480,913 08/21/2001 08/21/2011	§ 8 & 15 due 08/21/2007 Renewal due 08/21/2011
48642.0013 840018.US0 The Quizno's Master LLC	CRUSTINO'S Class 30 - Breadsticks	PENDING 75/839,264 11/03/1999		Awaiting registration certificate
48642.0135 840031.US0 The Quizno's Master LLC	FRESH 'N TOASTY Class 43 - Restaurant services; take-out restaurant services	PENDING 78/287,123 08/13/2003		Awaiting First Office Action
48642.0014 840019.US0 The Quizno's Master LLC	JIMMY'S BATCH 81 Class 30 - Sauces	PENDING 76/488,903 02/10/2003		To be published 09/23/2003
48642.0016 840011.US0 The Quizno's Master LLC	MMMM...TOASTY Class 30 - Sandwiches	PENDING 76/389,519 04/01/2002		To be published 10/07/2003
48642.0017 840011.US1 The Quizno's Master LLC	MMMM...TOASTY Class 43 - Restaurant services	PENDING 76/389,522 04/01/2002		To be published 10/07/2003

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H&H FILE # OWNER	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
48642.0018 840020.US0 The Quizno's Master LLC	MR. QUIZ KNOWZ Class 42 - Restaurant services	PENDING 76/315,480 09/20/2001		Awaiting registration certificate
48642.0019 840020.US1 The Quizno's Master LLC	MR. QUIZ KNOWZ Class 30 - Prepared meals consisting primarily of sandwiches with a variety of side dishes, for consumption on or off the premises	REGISTERED 76/467,725 11/18/2002	2,755,921 08/26/2003 08/26/2013	§ 8 & 15 due 08/26/2009 Renewal due 08/26/2013
48642.0021 840005.US0 The Quizno's Master LLC	OVEN TOASTED TASTES BETTER Class 30 - Sandwiches	REGISTERED 76/248,996 04/30/2001	2,540,306 02/19/2002 02/19/2012	§ 8 & 15 due 02/19/2008 Renewal due 02/19/2012
48642.0034 840008.US1 The Quizno's Master LLC	 Class 42 - Restaurant services	REGISTERED 76/315,131 09/20/2001	2,714,443 05/06/2003 05/06/2013	§ 8 & 15 due 05/06/2009 Renewal due 05/06/2013
48642.0033 840008.US0 The Quizno's Master LLC	 Class 30 - Sandwiches	REGISTERED 76/315,132 09/18/2001	2,722,381 06/03/2003 06/03/2013	§ 8 & 15 due 06/03/2009 Renewal due 06/03/2013
48642.0035 840021.US0 The Quizno's Master LLC	O BREAKFAST Class 29 - Cream cheese Class 30 - Bagels, sandwiches and coffee	REGISTERED 76/222,685 03/09/2001	2,694,703 03/11/2003 03/11/2013	§ 8 & 15 due 03/11/2009 Renewal due 03/11/2013
48642.0036 840022.US0 The Quizno's Master LLC	O BREW Class 29 - Cream cheese Class 30 - Bagels, sandwiches and coffee	REGISTERED 76/222,683 03/09/2001	2,694,702 03/11/2003 03/11/2013	§ 8 & 15 due 03/11/2009 Renewal due 03/11/2013
48642.0007 840010.US0 The Quizno's Master LLC	OPOS Class 09 - Cash register and parts therefor	PENDING 78/256,008 05/29/2003		Awaiting First Office Action

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H&H FILE # OWNER	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
48642. 0038 840006.US0 The Quizno's Master LLC	QUIZ KIDZ Class 42 - Restaurant services	REGISTERED 76/315,477 09/20/2001	2,765,143 09/16/2003 09/16/2013	Awaiting registration certificate § 8 & 15 due 09/16/2009 Renewal due 09/16/2013
48642. 0053 840009.US1 The Quizno's Master LLC	QUIZNOS Class 43 - Restaurant services	REGISTERED 76/382,249 03/13/2002	2,728,066 06/17/2003 06/17/2013	§ 8 & 15 due 06/17/2009 Renewal due 06/17/2013
48642. 0052 840009.US0 The Quizno's Master LLC	QUIZNOS Class 29 - Snack foods, namely potato-based snack foods Class 30 - Cookies, croutons, sauces and candy mints	PENDING 76/382,142 03/13/2002		SOU or 1 st RFE due 01/15/2004
48642. 0112 840004.US0 The Quizno's Master LLC	QUIZNO'S Class 42 - Restaurant services	REGISTERED 73/481,233 05/21/1984	1,317,421 01/29/1985 01/29/2005	Renewal due 01/29/2005
48642. 0118 840023.US0 The Quizno's Master LLC	 Class 42 - Restaurant services	REGISTERED 73/481,229 05/21/1984	1,317,420 01/29/1985 01/29/2005	Renewal due 01/29/2005
48642. 0116 840030.US0 The Quizno's Master LLC	 Class 42 - Restaurant services	REGISTERED 74/191,042 08/02/1991	1,716,834 09/15/1992 09/15/2012	Renewal due 09/15/2012
48642. 0117 840024.US0 The Quizno's Master LLC	QUIZNO'S EXPRESS CLASSIC SUBS Class 42 - Restaurant services	REGISTERED 75/106,989 05/20/1996	2,086,598 08/05/1997 08/05/2007	§ 8 & 15 due 02/05/2004 (with grace fee) Renewal due 08/05/2007
48642. 0002 840001.US0 The Quizno's Master LLC	QUIZNOS SUB (Stylized) Class 42 - Restaurant services; take-out restaurant services	PENDING 78/242,301 04/25/2003		Awaiting First Office Action

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H&H FILE # OWNER	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUML REG. DATE RENEW DATE	WHAT'S NEXT?
48642.0126 840007.USO The Quizno's Master LLC	 Class 42 - Restaurant services	REGISTERED 75/446,487 03/09/1998	2,228,680 03/02/1999 03/02/2009	§ 8 & 15 due 03/02/2005 Renewal due 03/02/2009
48642.0127 840025.USO The Quizno's Master LLC	SMOOTHIE Q Class 32 - Non-alcoholic frozen beverages containing fruits or other flavorings	REGISTERED 75/705,786 05/13/1999	2,468,324 07/10/2001 07/10/2011	§ 8 & 15 due 07/10/2007 Renewal due 07/10/2011
48642.0128 840026.USO The Quizno's Master LLC	 Class 32 - Non-alcoholic frozen beverages containing fruits or other flavorings	REGISTERED 75/705,785 05/13/1999	2,466,397 07/03/2001 07/03/2011	§ 8 & 15 due 07/03/2007 Renewal due 07/03/2011
48642.0130 840027.US1 The Quizno's Master LLC	TOASTY Class 43 - Restaurant services	PENDING 76/389,521 04/01/2002		To be published 09/30/2003
48642.0129 840027.USO The Quizno's Master LLC	TOASTY Class 30 - sandwiches	PENDING 76/389,520 04/01/2002		To be published 10/07/2003
48642.0131 840028.USO The Quizno's Master LLC	TURBO TURKEY SUB Class 42 - Restaurant services	REGISTERED 76/315,478 09/20/2001	2,743,992 07/29/2003 07/29/2013	§ 8 & 15 due 07/29/2009 Renewal due 07/29/2013
48642.0132 840029.USO The Quizno's Master LLC	WHAMMY HAMMY SUB Class 42 - Restaurant services	REGISTERED 76/315,479 09/20/2001	2,727,950 06/17/2003 06/17/2013	§ 8 & 15 due 06/17/2009 Renewal due 06/17/2013

US Trademark Status Rpt - 10.30.03.DOC

Quizno's Master, LLC International Trademark Registration Activities
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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Argentina 48642.840004.ARO (0055)	QUIZNO'S Class 42 - provision of food and drink and restaurant services	PENDING 2339872 05/29/01	1907203 12/10/02	Certificate of registration pending
Amba 48642.840004.AB0 (0056)	QUIZNO'S Class 30 - Food products including sandwiches Class 42 - Restaurant services	REGISTERED IM-0814.12 08/14/00	20986 08/14/00 08/14/10	Renewal due 08/14/10
Australia 48642.840008.AU0 (0022)	Q (AND DESIGN) 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	PENDING 949091 04/01/03		Track progress of application
Australia 48642.840004.AU0 (0057)	QUIZNO'S 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	REGISTERED 789815 03/30/99	789815 03/30/99 03/30/09	Renewal due 03/30/09
Australia 48642.840??? AU0 (0119)	QUIZNO'S SUBS OVEN BAKED CLASSICS (AND DESIGN) 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	REGISTERED 789814 03/30/99	789814 03/30/2001 03/30/09	Renewal due 03/30/09
Dominica, The 48642.840004.BS0 (0058)	QUIZNO'S Local Class 39 (Class 42) - All goods included in Class 39 (local class).	PENDING 24096 8/15/2001		Track progress of application

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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
*Bahrain 48642.840008.BH0 (0023)	Q (AND DESIGN) Class 42 - restaurant services	UNKNOWN		Track progress of application
*Bahrain 48642.840004.BH0(0059)	QUIZNO'S Class 30 - Food products including sandwiches	PENDING 30694		Track progress of application
*Bahrain 48642.840004.BH1 (0060)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 4760	SM 4760 09/16/02	Renewal due
*Belize 48642. 840004.BZ0 (0061)	QUIZNO'S Class 42 - Restaurant, catering café, canteen, coffee shop and snack bar services; bar and wine bar services; all included	REGISTERED 9/13/00	8786 02/19/01 02/19/11	Renewal due 02/19/11
Bermuda 48642.840004.BM0 (0062)	QUIZNO'S Class 42 - Food catering services; restaurant services	REGISTERED 33460 08/15/01	33460 08/15/01 08/15/08	Renewal due 08/15/08 Return of acknowledgment pending
Brazil 48642.840004.BR0 (0063)	QUIZNO'S Class 42 - Restaurant services	PENDING 823940187 05/23/01		Track progress of application
Canada 48642.840011.CA0 (0015)	MMMM...TOASTY! Class 30 -- sandwiches Class 43 - restaurant services	PENDING 1172408 03/25/03		Track progress of application
Canada 48642.840005.CA0 (0020)	OVEN TOASTED TASTES BETTER Class 30 - Sandwiches.	PENDING 1102778 05/11/2001		Track progress of application

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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Canada 48642.840008.CA0 (0024)	O (and design) 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	PENDING 1172512 03/26/03		Track progress of application
Canada 48642.840006.CA0 (0037)	QUIZ KIDZ Class 42 - Restaurant services	PENDING 1103366 05/17/01		Certificate of registration pending
Canada 48642.840009.CA0 (0039)	QUIZNO'S 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	PENDING 1172407 03/25/03		
Canada 48642.840004.CA0 (0064)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 755525 05/25/94	489496 02/06/98 02/06/13	Renewal due 02/16/13
Canada 48642.840012.CA0 (0115)	QUIZNO'S (AND DESIGN) 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	PENDING 1172511 03/26/03		

TRADEMARK

FILE: 002747 FRAME: 0834

Quizno's Master, LLC International Trademark Registration Activities
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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Canada 48642.840009.CA0 (0121)	QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN Class 30 - food products namely sandwiches; Class 32 - beverages including coffee, tea and non-alcoholic carbonated beverages); Class 42 - restaurant services.	REGISTERED 1016685 06/22/99	548140 07/13/01 07/13/16	Renewal due 07/13/16
*Cayman Islands 48642.840004.KY0 (0065)	QUIZNO'S Class 42 - Restaurant services	REGISTERED	1576926 07/02/01 07/02/11	Renewal due 07/02/11
Chile 48642.840004.CL0 (0066)	QUIZNO'S Class 30 - Food products including sandwiches	REGISTERED 531475 06/15/01	616358 01/10/02 01/01/12	Renewal due 01/10/12
Chile 48642.840004.CL1 (0067)	QUIZNO'S Class 32 - Beverages, including coffee, tea and non-alcoholic beverages	REGISTERED 531476 06/15/01	616357 01/10/02 01/02/12	Renewal due 01/10/12
Chile 48642.840004.CL1 (0068)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 531,627 06/15/01	616,356 01/10/02 01/10/12	Renewal due 01/10/12
China 48642.840004.CN0 (0069)	QUIZNO'S 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.	REGISTERED 2001146348 8/13/2001	2010537 12/14/02 12/13/12	Renewal due 12/13/12
Colombia 48642.840004.CO0 (0070)	QUIZNO'S Class 42 - Restaurant services in general	REGISTERED 01062772 8/2/2001	257409 10/30/02 10/30/12	Renewal due 10/30/12
Costa Rica 48642.840008.CR0 (0025)	O (AND DESIGN) Class 43 - restaurant services	PENDING 05/23/03		Track progress of application

TRADEMARK
REF: 002747 FRAME: 0895

Quizno's Master, LLC International Trademark Registration Activities
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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Costa Rica 48642.840004.CRI (0071)	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, black pepper; vinegar, sauces, spices; ice; sandwiches and pizza	REGISTERED 1999-0008994	124335 06/21/01 06/21/11	Renewal due 06/21/11
Costa Rica 48642.	QUIZNO'S trade name - Restaurant services	PENDING 3918-99		Track progress of application - MORE INFORMATION IS REQUIRED
Costa Rica 48642.	QUIZNO'S Class 30 - salads, sandwiches, pizza, cheesecake, etc.	PENDING 3175-99		Track progress of application - MORE INFORMATION IS REQUIRED
Costa Rica 48642.840004.CRI (0072)	QUIZNO'S Class 42 - Restaurant services relating with procuring food and beverages	REGISTERED 1999-0008993	123759 02/25/01 02/25/11	Renewal due 02/25/11
CTM 48642.84000	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; beverages; including coffee, tea and non-alcoholic carbonated beverages; Class 42 - providing of food and drink; temporary accommodations; restaurant services	PENDING 3109089 03/25/03		Track progress of application

TRADEMARK

REEL: 002747 FRAME: 0836

Quizno's Master, L.L.C. International Trademark Registration Activities
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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
CTM 48642.840004.EU0 (0078)	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 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	REGISTERED 1057223 01/28/99	1057223 01/28/99 01/28/09	Renewal due 01/28/09
CTM 48642.840007.EU0 (0122)	QUIZNO'S SUBS OVEN BAKED CLASSICS (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; beverages; including coffee, tea and non-alcoholic carbonated beverages; Class 42 - providing of food and drink; temporary accommodations; restaurant services	REGISTERED 1057264 01/28/99	1057264 01/28/99 01/28/09	Renewal due 01/28/09
Dominican Republic 48642.840004.DO1 (0074)	QUIZNO'S Class 30 - Food products including sandwiches	REGISTERED 2002-170326 7/26/2000	130722 09/15/01 09/15/11	Renewal due 09/15/11
Dominican Republic 48642.840004.DO0 (0073)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 7/26/2000	119564 11/15/01 11/15/11	Renewal due 11/15/11
48642.840004.EC0 (0075)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 116246 8/2/2001	6140-02 05/16/02 05/16/12	Renewal due 05/16/12

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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
*Egypt 48642.840004.EQ0 (0076)	QUIZNO'S Class 43 - Restaurant services	PENDING 150580 4/24/2002		Track progress of Application
El Salvador 48642.84004.SV0 (0077)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 7682-99 11/4/1999	00206 06/07/01 06/07/11	Renewal due 06/07/11
France 48642.8400004.FR0 (0079)	QUIZNO'S Class 30 - Food products including sandwiches; Class 42 - Restaurant services	REGISTERED 3055661 10/04/00 10/04/00	3055661 10/04/00 10/04/10	Renewal due 10/04/10
*Guatemala 48642.840004.GT0 (0080)	QUIZNO'S Class 42 - Restaurant services	REGISTERED	106606 10/23/00 10/23/10	Renewal due 10/23/10
Honduras 48642.840004.HN0 (0081)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 14542/99	8240 02/25/02 02/25/12	Renewal due 02/25/12
Hong Kong 48642.840004.HK0 (0082)	QUIZNO'S Class 42 - Restaurant services; self-service restaurants; snack-bars; cafes; cafeterias; canteens; catering services; cocktail lounge services; all included	REGISTERED 08161/2001 05/22/01	01228 of 2001 01/30/02 05/22/08	Renewal due 05/02/08
Iceland 48642.840008.IS0 (0027)	Q (AND DESIGN) 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	REGISTERED 763/2003 03/27/03	432/2003 06/03/03 06/03/13	Renewal due 06/03/13

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COUNTRY H&H/ELE.#	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Iceland 48642.84004.IS0 (0083)	QUIZNO'S Class 30 - Food products including sandwiches Class 32 Beverages including coffee, tea, and non-alcoholic beverages Class 42 - Restaurant services	REGISTERED 1909/2000 05/25/00	1201/2000 10/02/00 10/02/10	Renewal due 10/02/10
India 48642.84009.IN0 (0041)	QUIZNO'S Class 30 - food products including sandwiches	PENDING 1120012 7/19/2002		Track progress of application
India 48642.84009.IN0 (0041)	QUIZNO'S Class 43 - Restaurant services.	PENDING		Service Marks now available in India
Indonesia 48642.84004.ID0 (0084)	QUIZNO'S Class 42 - Restaurant services, providing of food and drink	REGISTERED 11026-11089 05/25/01	508505 05/25/01 05/25/11	Renewal due 05/25/11
Iran 48642.84009.IR0 (0043)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	NOT YET FILED		File application
Israel 48642.84004.IL0 (0085)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 149304 05/22/01	149304 06/4/02 05/22/08	Renewal due 05/22/08

TRADEMARK

REF: 002747 FRAME: 0839

Quizno's Master, LLC International Trademark Registration Activities
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COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
*Japan 48642.840008.JP0 (0028)	O (AND DESIGN) 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-manjū), 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 Class 32 - mineral and aerated waters and other non-alcoholic drinks; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 43 - restaurant services	PENDING 2003-023595 03/26/03		
*Japan 48642.840004.JP0 (0086)	QUIZNO'S Class 42 - Offering of food and drinks.	REGISTERED 12934/98 02/18/98	4275508 05/21/99 05/21/09	Renewal due 05/21/09
*Japan 48642.840007.JP1 (0124)	QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN Class 42 - Offering of drinks and foods.	REGISTERED 17745/99 03/01/99	4437267 12/01/00 12/01/10	Renewal due 12/01/10
*Japan 48642.840007.JP0 (0123)	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, Class 42 - offering of drinks and foods	REGISTERED 97259/98	4438999 12/8/20 12/08/10	Renewal due 12/08/10

Quizno's Master, L.L.C. International Trademark Registration Activities
November 11, 2003

COUNTRY H&H/ELE#	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Jordan 49642.840004.JO0 (0087)	QUIZNO'S (Class 30 - Food products including sandwiches)??? Class 42 - Restaurant services	REGISTERED 66798 04/22/02	66798 04/22/02 04/22/12	Renewal due 04/22/12
Kuwait 49642.840009.KW (0040)	QUIZNO'S Class 43 - Restaurant services	NOT YET FILED		File application
*Lebanon 48642.840009.LB0 (0045)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	REGISTERED	90691 05/23/02 05/23/17	Renewal due 05/23/17
*Libya 48642.	QUIZNO'S Class 43 - Restaurant services	NOT YET FILED		File application
Malaysia 48642.840004.MY0 (0088)	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	PENDING 2001/09764 7/28/2001		Track progress of application
Malaysia 48642.840004.MY1 (0089)	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	PENDING 2001/09765 7/28/2001		Track progress of application
Mexico 48642.840008.MX0 (0029)	Q (AND DESIGN) Class 43 - restaurant services	PENDING 199016 04/30/03		Track progress of application
Mexico 48642.840004.Mxo (0090)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 194053 03/17/94	502259 08/30/95 03/17/04	Renewal due 03/17/04

Quizno's Master, LLC International Trademark Registration Activities
November 11, 2003

COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Morocco 48642.840004.MA0 (0091)	QUIZNO'S Class 30 - Food products including sandwiches Class 42 Restaurant services	REGISTERED 79900 12/31/01	79900 12/31/01 12/31/21	Renewal due 12/31/21
Netherlands Antilles 48642.840009.AN0 (0046)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	REGISTERED D-200440 05/07/02	08688 05/27/02 05/07/12	Renewal due 05/17/12
Netherlands Antilles 48642.???	QUIZNO'S Class 30 - Food products including sandwiches Class 42 - Restaurant services		22721	MORE INFORMATION IS NEEDED, NO FILE
New Zealand 48642.840004.NZ0 (0092)	QUIZNO'S Class 42 - Catering for the provision of food and beverages, restaurant, bistro, brasserie, coffee shop, cafeteria and snack bar services	REGISTERED 638359 5/23/01	638359 05/23/01 05/23/08	Renewal due 05/23/08
Nicaragua 48642.840004.NI0 (0093)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 99-03746 11/3/99	4655600 01/22/01 01/22/11	Renewal due 01/22/11
*Oman 48642.840009.OM0 (0047)	QUIZNO'S Class 43 - Restaurant services	PENDING 28035 5/5/2002		Track progress of application
Pakistan 48642.840004.PK0 (0094)	QUIZNO'S Class 30 - Food products including sandwiches	PENDING 174660 11/3/2001		Track progress of application
Paraguay 48642.840008.PA0 (0030)	Q (AND DESIGN) Class 43 - Restaurant services	PENDING 127405-1 05/30/03		

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Quizno's Master, LLC International Trademark Registration Activities
November 11, 2003

COUNTRY H&I FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Panama 48642.840004.PA0 (0095)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 113507 03/23/01	113507 01 03/23/01 03/23/11	Renewal due 03/23/11
Peru 48642.840004.PE0 (0096)	QUIZNO'S Class 30 - Food products, namely, sandwiches	REGISTERED 110455 04/17/01	70901 04/17/01 04/17/11	Renewal due 04/17/11
Peru 48642.840004.PE1 (0097)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 110345 11/30/00	23917 11/30/00 11/30/10	Renewal due 11/30/10
Philippines, The 48642.840009.PH0 (0048)	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	PENDING 4-02-0009342 10/30/02		Track progress of application
Puerto Rico 48642.840004.PR0 (0098)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 43455 09/23/97	41455 09/23/97 09/23/07	Renewal due 09/23/07
Romania 48642.840009.RO0 (0049)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	PENDING M200203929 07/15/02		
Russian Federation 48642.840009.RU0 (0040)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	REGISTERED 2002713901 07/18/02	246426 07/18/02 07/18/12	Renewal due 07/18/12
Saudi Arabia 48642.840004.SA0 (0099)	QUIZNO'S Class 30 - Food products including sandwiches	REGISTERED 76316 04/08/02	662/49 04/08/02 12/13/11	Certificate of registration pending

Quizno's Master, LLC International Trademark Registration Activities
November 11, 2003

COUNTRY H&I FILE #	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Saudi Arabia 48642.840004.SA1 (0100)	QUIZNO'S Class 43 - Restaurant services	REGISTERED 76317 04/08/02	662/50 04/08/02 12/13/11	Certificate of registration pending
Singapore 48642.840004.SG0 (0101)	QUIZNO'S Class 42 - Restaurant services included.	REGISTERED S/6014/94 07/12/94	6014/94 07/12/94 07/12/04	Renewal due 07/12/04
South Africa 48642.840004.ZA0 (0102)	QUIZNO'S Class 30 - Food products, including sandwiches.	PENDING 2001/12842 07/25/01		Track progress of application
South Africa 48642.840004.ZAJ (0103)	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.	PENDING 2001/08842 05/22/01		Track progress of application
South Korea 48642.840008.KR0 (0031)	O (AND DESIGN) 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	PENDING 45-2003-1081 03/27/03		Track progress of application
South Korea 48642.840004.Kro (0104)	QUIZNO'S Class 42 - Restaurant services	REGISTERED 94-4165 05/25/94	29994 01/11/96 01/11/06	Renewal due 01/11/06
Switzerland 48642.840004.CHO (0105)	QUIZNO'S Class 30 - Food products namely sandwiches Class 32 Beverages namely coffee, tea, and non-alcoholic beverages; Class 42 Restaurant services	REGISTERED 06203/2000 05/24/00	483842 04/18/01 05/24/10	Renewal due 05/24/10

Quizno's Master, LLC International Trademark Registration Activities
November 11, 2003

COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
Syria 48642.840004.SY0 (0106)	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 42 - providing of food and drink; temporary accommodations; restaurant services	PENDING 164339 06/12/02		Track progress of application
Taiwan 48642.840009.TW0 (0050)	QUIZNO'S Class 43 - Restaurant services	PENDING 91028990 07/12/02		Track progress of application
Tunisia 48642.840004.TN0 (0107)	QUIZNO'S Class 30 - Food products including sandwiches Class 42 - Restaurant services	PENDING EE01.1829 09/28/01		Track progress of application
Turkey 48642.840004.TR0 (0108)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	PENDING 2002/8554 4/16/2002		Track progress of application
Ukraine, The 48642.840009.UA0 (0051)	QUIZNO'S Class 30 - Food products including sandwiches Class 43 - Restaurant services	PENDING 2002076260/T 07/26/02		Track progress of application
United Arab Emirates 48642.840008.AE0 (0032)	Q (AND DESIGN) Class 43 - restaurant services	PENDING 52825 04/22/03		Track progress of application
United Arab Emirates 48642.840004.AE0 (0109)	QUIZNO'S Class 42 - Restaurant services	PENDING 45612 03/10/02		Track progress of application

Quizno's Master, L.L.C. International Trademark Registration Activities
November 11, 2003

COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL. # APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT?
United Arab Emirates 48642.840004.AE1 (0110)	QUIZNO'S Class 30 - Food products including sandwiches	PENDING 45611 531627		Track progress of application
*United Kingdom 48642.840004.GB0 (0111)	QUIZNO'S Class 42 - Restaurant, catering, cafe, canteen, coffee shop and snack bar services; bar and wine bar services	REGISTERED 1576926 07/02/94	1576926 07/02/94 07/02/11	Renewal due 07/02/11
*United Kingdom 48642.840013.GBO (0120)	QUIZNO'S SUBS OVEN BAKED CLASSICS 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 - beverages non-alcoholic beverages; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 42 - catering for the provision of food and drink; cafe services; restaurant services; provision of foodstuffs for consumption on or off the premises	REGISTERED 2197852A 05/20/99	2197852A 05/20/99 05/20/09	Renewal due 05/20/09
*United Kingdom 48642.840007.GB0 (0125)	QUIZNO'S SUBS OVEN BAKED CLASSICS AND DESIGN 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 - beverages non-alcoholic beverages; non-alcoholic carbonated beverages; fruit drinks and fruit juices Class 42 - catering for the provision of food and drink; cafe services; restaurant services; provision of foodstuffs for consumption on or off the premises	REGISTERED 2197852B 05/20/99	2197852B 05/20/99 05/20/09	Renewal due 05/20/09
Venezuela 48642.840004.VE0 (0113)	QUIZNO'S Class 30 - Food products including sandwiches	PENDING 2001-001560 02/01/01		Track progress of application
Venezuela 48642.840004.VE1 (0114)	QUIZNO'S Class 42 - Restaurant services.	PENDING 2001-001561 02/11/01		Track progress of application

TRADEMARK

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Quizno's Master, LLC International Trademark Registration Activities
November 11, 2003

COUNTRY H&H FILE #	MARK CLASS & GOODS	STATUS APPL.# APPL. DATE	REG. NUM. REG. DATE RENEW DATE	WHAT'S NEXT
Yemen 48642.840009.YE0 (0054)	QUIZNOS Class 42 - Restaurant services	PENDING 19705 05/28/02		Track progress of application

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

THE QUIZNO'S MASTER LLC, ITS PARENT AND SUBSIDIARIES

and

LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P.

LICENSES

NONE

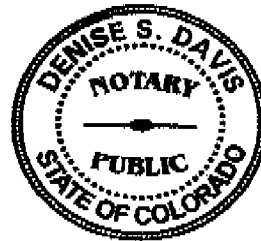
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers personally appeared, on behalf of The Quizno's Holding Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

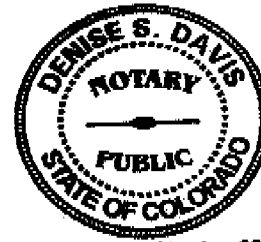
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of The Quizno's Master LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

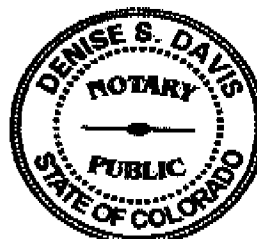
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of The Quizno's Acquisition Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

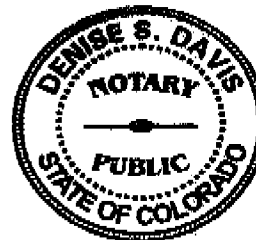
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of The Quizno's Operating Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

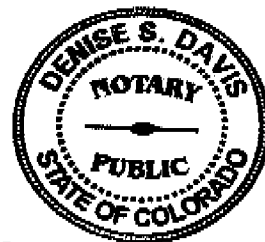
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of The Quizno's Realty Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

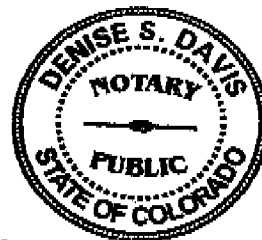
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of American Food Distributors LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

2d A&R IP Security

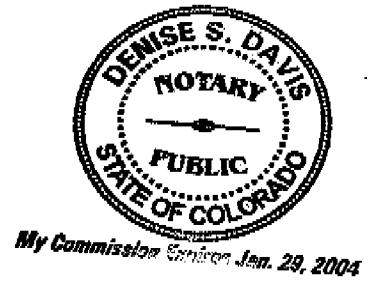
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf Quiz-Dia LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



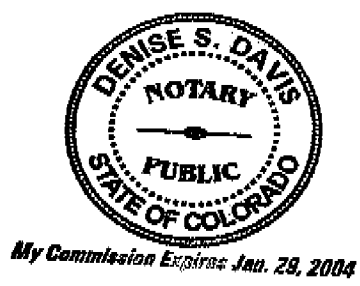
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of The Quizno's Franchise Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



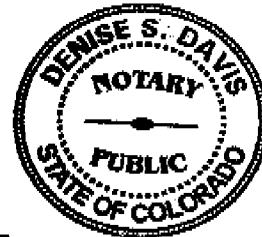
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of Quizno's Services Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

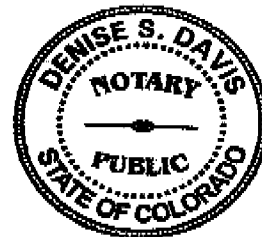
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of Quiz-Can LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

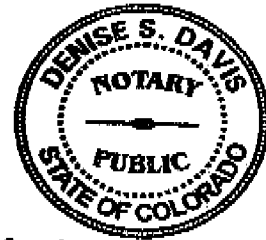
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of Capotek LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise Davis
Notary Public



My Commission Expires Jan. 29, 2004

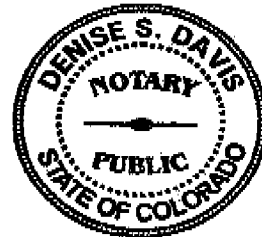
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of S&S Equipment Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise Davis
Notary Public



My Commission Expires Jan. 29, 2004

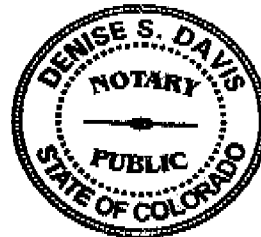
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of American Freight Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

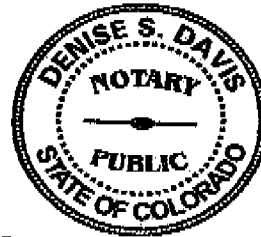
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of US Fulfillment LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

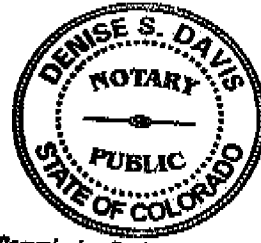
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of TQSC LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



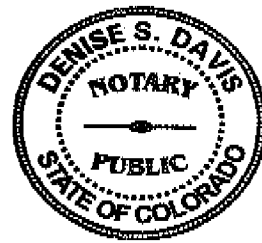
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of American Payroll Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

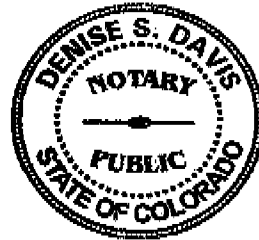
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of Quizno's Franchising LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

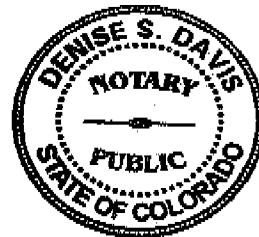
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of Boulder Aviation Management LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature *Denise S. Davis*
Notary Public



My Commission Expires Jan. 29, 2004

2d A&R IP Security

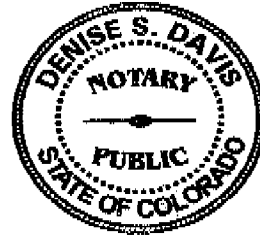
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of Quiz-UK LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

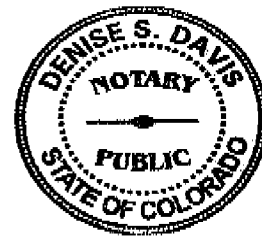
STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

On November 3, 2003, before me, Patrick E. Meyers, personally appeared, on behalf of QCCC LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/29/04

Signature Denise S. Davis
Notary Public



My Commission Expires Jan. 29, 2004

2d A&R IP Security