7-21-03

07-29-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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102509611

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):

AFC Enterprises, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **Minnesota**
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: **JPMorgan Chase Bank**

Internal Address: **Loan and Agency Services Group**

Street Address: **One Chase Manhattan Plaza, 8th Fl.**

City: **New York** State: **NY** Zip: **10081**

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☒ Other **a bank**

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 **SEE ATTACHED**

Execution Date: **May 23, 2002**

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

A. Trademark Application No.(s)
78/037737 76/200962 78/036190 76/023257 76/023277 76/234515 78/119303 78/119311

B. Trademark Registration No.(s)
2215069 2215059 2362931 1973182 2010357 2091908

Additional number(s) attached ☒ Yes ☐ No

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

Name: **James Talbot, Esq.**

Internal Address: _____

Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: **Four Times Square**

City: **New York** State: **NY** Zip: **10036-6522**

6. Total number of applications and registrations involved: **140**

7. Total fee (37 CFR 3.41).....$ **3540.00**

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

19-2385 [Our Ref:139900-328]

(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.

Maria Lijoi — Name of Person Signing

Maria A. Lijoi — Signature

July 21, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 14

07/28/2003 LMUELLER 00000210 192385 78037737
01 FC:8521 40.00 DA
02 FC:8522 3473.00 DA

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

Security Interest
AFC Enterprises, Inc. to JPMorgan Chase Bank
Continuation of No. 1 Name of Conveying Parties

AFC Properties, Inc., Georgia corporation
AFC of Louisiana, LLC, limited liability company of Georgia
Church's Texas Holdings, LLC, limited liability company of Georgia
AFC Holdings of Texas, LLC, limited liability company of Georgia
Cinnabon International, Inc., Delaware corporation
CT Restaurants, L.P., limited partnership of Texas
Cinnabon, Inc., Washington corporation

Security Interest
AFC Enterprises, Inc. to JPMorgan Chase Bank
Continuation of No. 3 Nature of Conveyance

Security Interest filing with complete security interest document to replace incomplete security interest document filed at reel/frame 002679/0526, recorded July 8, 2003.

Security Interest
AFC Enterprises, Inc. to JPMorgan Chase Bank
Continuation of No. 4A Trademark Application numbers:

Trademark Application numbers:

78/119295	75/495098
78/119304	75/980706
78/119301	75/495099
78/119306	
78/176849	
78/116279	
78/063959	
78/120252	
78/121423	
78/120248	
78/121427	
78/120254	
78/121429	
78/119313	
78/095775	
76/141112	
76/204336	
76/234319	
76/299149	
75/806104	
78/082503	
78/127461	
75/512608	
78/092368	
78/129484	
78/129478	
78/092380	
75/582283	
75/321644	

Security Interest
AFC Enterprises, Inc. to JPMorgan Chase Bank
Continuation of No. 4B Trademark Registration numbers:

Trademark Registration numbers:

2017585	2542246	1371596	1583074
2017586	1747962	2217602	1563625
1150679	1966275	1116753	1903216
1337289	1992427	1257959	2423641
815076	1655131	1981765	1107609
815614	1906145	2217601	2398299
2252753	1944736	1481990	2427208
2245601	924852	1087882	
1311632	977895	1267567	
1471070	2294766	1551239	
1915306	2405968	1021254	
1918270	2199951	1030944	
2257770	1426734	1121096	
2257771	1424169	1121699	
1208752	2137495	1552225	
1195826	2304346	2000593	
1052133	2056372	2095493	
1296650	2095424	2000592	
1375297	2291593	2242910	
2125486	1921083	2451764	
2257768	2147818	1257958	
2257769	2259857	1378568	
2125482	1657550	1257702	
2054436	1964593	1823416	
1981047	1791795	1107575	
1982487	1921121	1112390	
2406959	2042923	1107576	
2406958	2029844	1112389	
1517337	2536265	1895411	

EXECUTION COPY

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

May 23, 2002,

among

AFC ENTERPRISES, INC.,

the Subsidiary Parties
party hereto,

and

JPMORGAN CHASE BANK,

as Collateral Agent

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Exhibit III	Pledge Supplement

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GUARANTEE AND COLLATERAL AGREEMENT
dated as of May 23, 2002 among AFC ENTERPRISES, INC., the Subsidiary Parties (as herein defined) and JPMORGAN CHASE BANK, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "Collateral Agent").

Reference is made to the Credit Agreement dated as of May 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AFC Enterprises, Inc., the Lenders party thereto, JPMorgan Chase Bank, as Administrative Agent, J.P. Morgan Securities Inc., as Joint Bookrunner and Co-Lead Arranger and Credit Suisse First Boston, as Joint Bookrunner and Co-Lead Arranger. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the UCC (as defined herein) and not defined in this Agreement have the meanings specified therein. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01 and shall include, without limitation, the Pledged Collateral.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer

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software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule V (as such schedule may be amended or supplemented from time to time).

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"General Intangibles" means (i) all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"Grantors" means the Borrower and the Subsidiary Parties.

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"Guarantors" means the Subsidiary Parties.

"Hedging Agreement" shall mean any (i) interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, each of which is for the purpose of hedging the interest rate exposure associated with Grantors' operations or (ii) foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement, each of which is for the purpose of hedging the foreign currency risk associated with Grantors' operations.

"Insurance" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Investment Property" (i) shall mean all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) shall include, without limitation, the Pledged Stock and Pledged Debt Securities.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III.

"Loan Document Obligations" means (a) the due and punctual payment by the Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, and (c) the due and punctual payment

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and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents.

"Obligations" means (a) Loan Document Obligations, (b) the due and punctual payment and performance of all obligations of each Loan Party under each Hedging Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into, (c) the due and punctual payment of all monetary obligations and other liabilities of each Loan Party to any entity that is a Lender or an Affiliate of a Lender in respect of overdrafts or in connection with any automated clearinghouse transfer of funds and (d) the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof).

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Borrower.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

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"Pledgors" means the Borrower and the Subsidiary Parties.

"Proceeds" has the meaning specified in Section 9-102 of the UCC.

"Secured Parties" means (a) the Lenders (b) the Collateral Agent, (c) the Issuing Bank, (d) each counterparty to any Hedging Agreement with a Loan Party that either (i) is in effect on the Effective Date if such counterparty is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date if such counterparty is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (f) the successors and assigns of each of the foregoing. Such term shall include, without limitation, all former Secured Parties to the extent that any Obligations owing to such Persons were incurred while such Persons were Secured Parties and such Obligations have not been transferred, waived, paid or satisfied.

"Security Interest" has the meaning assigned to such term in Section 4.01.

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as contemplated by Section 7.16.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

ARTICLE II

Guarantee

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SECTION 2.01 Guarantee. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each of the Guarantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02 Guarantee of Payment. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Borrower or any other Person.

SECTION 2.03 No Limitations, Etc. (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, willful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party,

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other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04 Reinstatement. Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.05 Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Borrower or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06 Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01 Pledge. As collateral security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, whether

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at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, each Pledgor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest and continuing lien in all of such Pledgor's right, title and interest in, to and under (a) all shares of capital stock and other Equity Interests owned by it, including, without limitation, all Equity Interests listed on Schedule II and any other Equity Interests obtained in the future by such Pledgor and the certificates representing all such Equity Interests (the "Pledged Stock"); provided that the Pledged Stock shall not include (i) any Equity Interests of any non-wholly owned Foreign Subsidiary owned by such Pledgor, (ii) more than 65% of the Equity Interests of any wholly owned Foreign Subsidiary, and (iii) Equity Interests of non-wholly owned Subsidiaries not required to be pledged pursuant to Section 5.11 of the Credit Agreement (it being understood that such Equity Interests may be subject to restrictions); (b)(i) all debt securities issued to such Pledgor including, without limitation, all debt securities listed opposite the name of such Pledgor on Schedule II, (ii) any debt securities in the future issued to such Pledgor and (iii) the promissory notes and any other instruments evidencing such debt securities (the "Pledged Debt Securities"); (c) all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Pledged Stock and Pledged Debt Securities referred to in clauses (a) and (b) above; (d) all rights and privileges of such Pledgor with respect to the Pledged Stock, Pledged Debt Securities and other property referred to in clauses (a), (b), and (c) above; and (e) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (e) above being collectively referred to as the "Pledged Collateral").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02 Delivery of the Pledged Collateral. (a) Each Pledgor agrees promptly to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities.

(b) Each Pledgor will cause any Indebtedness for borrowed money owed to such Pledgor by the Borrower or any Subsidiary to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.

(c) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC) or other instruments of transfer satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Pledgor and such other instruments or documents as the Collateral Agent may reasonably request. The initial Pledged Securities are described on Schedule II

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hereto. Each delivery of Pledged Securities after the date hereof shall be accompanied by a schedule describing the additional securities, which schedule shall supplement Schedule II and be made a part thereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03 Representations, Warranties and Covenants. The Pledgors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the ratable benefit of the Secured Parties, that:

(a) Schedule II as amended from time to time in accordance with this Agreement correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by such Pledged Securities and includes all Equity Interests, debt securities and promissory notes required to be pledged hereunder in order to satisfy the Collateral and Guarantee Requirement;

(b) the Pledged Stock and Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder or in any other Loan Document, each of the Pledgors (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Pledgor, (ii) holds the same free and clear of all Liens (other than Permitted Encumbrances), (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreement, and (iv) subject to Section 3.06, will cause any and all Pledged Collateral, whether for value paid by the Pledgor or otherwise, to be forthwith deposited with the Collateral Agent and pledged or assigned hereunder;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally or by the constituent documents of any non-wholly owned Subsidiary, the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Pledgors (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Agreement and Permitted Encumbrances), however arising, of all Persons whomsoever;

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(f) by virtue of the execution and delivery by the Pledgors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations, subject to no other Lien other than as permitted under Section 6.02 of the Credit Agreement; and

(g) the pledge effected hereby is effective to vest in the Collateral Agent, for the ratable benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein.

SECTION 3.04 Certification of Limited Liability Company and Limited Partnership Interests. No interest in any limited liability company or limited partnership controlled by any Grantor and pledged hereunder is represented by a certificate, or is deemed a "security" within the meaning of Article 8 of the UCC. In the event that any of the interests in any limited liability company or limited partnership controlled by any Grantor on the date hereof become represented by a certificate or certificates at any time in the future, such Grantor shall deliver to the Collateral Agent any such certificates on or prior to the third Business Day after which such interests become represented by a certificate or certificates.

SECTION 3.05 Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Pledgor, endorsed or assigned in blank or in favor of the Collateral Agent. Each Pledgor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Pledgor. The Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement. Collateral Agent shall have the right with Borrower's consent to appoint any Financial Officer of Borrower as a "Custodial Agent" to hold any Pledged Collateral as an agent of and on behalf of Collateral Agent for the benefit of the Lenders, pursuant to a custodial agreement reasonably acceptable to Collateral Agent and Borrower.

SECTION 3.06 Voting Rights; Dividends and Interest, etc. (a) Unless and until an Event of Default shall have occurred and be continuing:

(i) Each Pledgor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided that such rights and powers shall not be exercised in any manner that would reasonably be expected to materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under

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this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Pledgor, or cause to be executed and delivered to such Pledgor, all such proxies, powers of attorney and other instruments as such Pledgor may reasonably request for the purpose of enabling such Pledgor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Pledgor shall be entitled to receive and retain any and all ordinary cash dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are paid in the normal course of the business of the issuer and all scheduled payments of interest, permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral without further action, and, if received by any Pledgor, such Pledgor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Pledged Collateral, and pending any such action, such Pledgor shall hold such dividends, interest, principal or other distributions in trust for the benefit of the Collateral Agent, and shall forthwith deliver to the Collateral Agent, in the same form as so received (with any necessary indorsement) such Pledged Collateral.

(b) Upon the occurrence and during the continuance of an Event of Default, all rights of any Pledgor to dividends, interest, principal or other distributions that such Pledgor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Pledgor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary indorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent

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upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived and the applicable Pledgor or Pledgors have delivered to the Collateral Agent certificates to that effect, the Collateral Agent shall, promptly after all such Events of Default have been cured or waived, repay to each Pledgor (without interest) all dividends, interest, principal or other distributions that such Pledgor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and that remain in such account.

Upon the occurrence and during the continuance of an Event of Default, all rights of any Pledgor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Pledgors to exercise such rights.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01 Security Interest. (a) As collateral security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest and continuing lien (the "Security Interest") in all right, title or interest in, to and under all personal property of such Grantor, including, but not limited to, the following assets and properties now owned or existing or at any time hereafter arising or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and wherever the same may be located (collectively, the "Article 9 Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles;

(vii) all Instruments;

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(viii) all Insurance;

(ix) all Inventory;

(x) all Investment Property;

(xi) all Letter-of-Credit Rights;

(xii) all Money;

(xiii) all Commercial Tort Claims;

(xiv) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(xv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term "Article 9 Collateral" shall not include (i) any Equity Interests of any non-wholly owned Foreign Subsidiary owned by such Grantor, (ii) more than 65% of the Equity Interests of any wholly owned Foreign Subsidiary, (iii) Equity Interests of non-wholly owned Subsidiaries not required to be pledged pursuant to Section 5.11 of the Credit Agreement (it being understood that such Equity Interests may be subject to restrictions), (iv) any of Grantor's rights or interests in any lease, license, contract or agreement to which a Grantor is a party to the extent that a grant of a Security Interest, encumbrance or pledge under this Agreement or any other Loan Document would result in a breach of or default under, the terms or provisions of any such lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) .

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction and with any filing office any initial financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including but not limited to (a) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, (b) in the case of a financing statement filed as a fixture filing or covering Article 9 Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Article 9 Collateral relates and (c) a collateral description describing the collateral in the same manner described in this agreement or describing the collateral in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Collateral Agent in

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connection herewith, including, without limitation, describing such property as "all assets" or "all personal property," whether now owned or existing or at any time hereafter arising or acquired. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction and with any filing office any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

(d) Until the occurrence of a Default, Grantor may use or consume in the ordinary course of its business any proceeds of Pledged Collateral to the extent not prohibited by the Credit Agreement.

SECTION 4.02 Representations and Warranties. In addition to the representations and warranties made in Section 3 above with respect to the Pledged Collateral, the Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Except as otherwise permitted in the Credit Agreement, each Grantor owns and has good and valid right, title and interest in and to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder, is aware of no challenges to the title with respect to Article 9 Collateral and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including but not limited to, the exact legal name of such Grantor, the type of organization of such Grantor and the jurisdiction of organization of such Grantor, is correct and complete in all material respects as of the Effective Date. Each Grantor further represents that (i) it has been duly organized as an entity of the type as set forth in the Perfection Certificate solely under the laws of the jurisdiction as set forth in the Perfection

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Certificate and remains duly existing as such and (ii) it has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(c) Except as otherwise permitted in the Credit Agreement, it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor, either by contract, by operation of law, or by a security agreement previously entered into by another Person, which has not heretofore been terminated.

(d) None of the Account Debtors in respect of any Accounts is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Account requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained.

(e) Authorized Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule VI hereto (or specified by notice from the Borrower to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.10 or 5.11 of the Credit Agreement), which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(f) Each Grantor shall ensure that a fully executed agreement in the form hereof and containing a description of all Article 9 Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the

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ratable benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(g) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Sections 4.02(e), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Permitted Encumbrances that have priority as a matter of law and Liens expressly permitted to be prior to the Security Interest pursuant to clause (b) or (c) of Section 6.02 of the Credit Agreement.

(h) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for (i) financing statements filed in favor of the Collateral Agent; (ii) Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement (including protective filings with respect to leases, consignments, bailments and similar relationships permitted thereunder), and (iii) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing.

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(i) no consent or approval of any Governmental Authority, any securities exchange or any other Person, including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary was or is necessary in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Article 9 Collateral or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof (other than such as have been obtained and are in full force and effect).

(j) this Agreement has been duly executed and delivered by each Grantor and constitutes a legal, valid and binding obligation of such Grantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4.03 Covenants. In addition to the covenants made in Section 3 above with respect to Pledged Collateral, the Grantors jointly and severally covenant that:

(a) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral and delivery of the information required by Section 5.10(b) of the Credit Agreement; provided, however, that upon a Default, Collateral Agent may request and each Grantor hereby agrees to prepare and deliver, a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(b) Each Grantor shall, at its own expense, take any and all actions necessary to defend title to the Article 9 Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(c) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions that may be necessary or desirable, or as the Collateral Agent may from time to time reasonably and practicably request, to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Article 9 Collateral shall be or

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become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Notwithstanding anything herein to the contrary, (i) Grantor shall only be obligated to deliver and pledge promissory notes having an individual outstanding principal balance equal to or greater than $100,000 and (ii) within five (5) days of each six (6) month anniversary of the Effective Date, Grantor shall deliver to Collateral Agent (A) such other promissory notes with an individual principal amount outstanding thereunder equal to or greater than $100,000 and (B) such other promissory notes not included within the immediately preceding clause (A) to the extent the aggregate outstanding principal balance of all such promissory notes in the Loan Parties' possession exceeds $4,000,000 (the "Waterfall Amount"), so that after delivery of such additional promissory notes Grantor will not be in possession of promissory notes whose aggregate principal balance exceeds the Waterfall Amount. Grantor may deliver any combination of such promissory notes to meet the foregoing requirements.

Without limiting the generality of the foregoing, each Grantor hereby agrees to promptly notify the Collateral Agent in writing (by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit III attached hereto) of any changes to the information contained in the Schedules hereto and in the Perfection Certificate, and to provide such other information in connection therewith as the Collateral Agent may reasonably request. Each Grantor agrees that it will take such action as shall be necessary in order to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Article 9 Collateral intended to be granted and agreed to hereby. Each Grantor further agrees that all representations and warranties hereunder shall be true and correct with respect to such Article 9 Collateral on the date it has notified the Collateral Agent of the specific changes to the information contained in the Schedules and the Perfection Certificate.

Notwithstanding anything to the contrary, Grantors shall not be required to perfect the Security Interest in any Collateral to the extent perfection is required in any jurisdiction other than the United States of America or any state thereof.

(d) The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense and in accordance with Sections 5.06 and 5.10 of the Credit Agreement, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. Subject to Section 9.12 of the Credit Agreement, the Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

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(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Sections 5.04 or 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided that nothing in this paragraph (e) shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such Grantor authorizes the filing of any financing statements the Collateral Agent deems necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest. Notwithstanding anything herein to the contrary, Grantor shall only be obligated to deliver instruments regarding Accounts to the extent the aggregate fair market value thereof exceeds $25,000.

(g) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(h) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Article 9 Collateral owned by it, except that (i) Inventory may be sold in the ordinary course of business and (ii) unless and until an Event of Default shall have occurred and be continuing during which the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Article 9 Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Article 9 Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance satisfactory to the

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Collateral Agent, that such bailee or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without further consent from the Grantor, and that such warehouseman, agent, bailee or processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

(i) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices or in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(j) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with the requirements set forth in Schedule IV hereto and Section 5.09 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph (j), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(k) Each Grantor shall maintain, in its customary form and in accordance with historical practice, or in such other form and manner satisfactory to the Collateral Agent, records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto.

(l) Each Grantor consents to the grant by each other Grantor of a security interest in all Investment Property to the Collateral Agent.

SECTION 4.04 Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral

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Agent's Security Interest in the Article 9 Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments, such Grantor shall forthwith deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly endorsed in blank by an "effective indorsement" (as defined in the UCC) in a manner acceptable to the Collateral Agent. Grantor shall only be obligated to deliver Instruments to the extent the fair market value thereof exceeds $25,000.

(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains (other than Convenience Accounts), such Grantor shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause the depositary bank to agree to comply at any time with instructions from the Collateral Agent to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, or (ii) arrange for the Collateral Agent to become the customer of the depositary bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal, would occur. As used herein, "Convenience Accounts" means the individual deposit accounts used for daily deposits for individual restaurants, bakeries, cafes and other units that do not have and are not expected to ever have, a daily average deposit balance in excess of $25,000 over any fiscal year of Grantor.

(c) Investment Property. If any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly endorsed in blank by an "effective indorsement" (as defined in the UCC) in a manner acceptable to the Collateral Agent. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (ii) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in

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form and substance reasonably satisfactory to the Collateral Agent, either (A) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (B) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights, would occur.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the face amount of which shall exceed $25,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under UCC Section 9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor which has a maximum draw amount in excess of $100,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance

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reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid to the applicable Pledgor unless an Event of Default has occurred or is continuing.

(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim in a total claim amount in excess of $100,000, the Grantor shall promptly notify the Collateral Agent thereof in writing by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit III attached hereto, identifying such Commercial Tort Claims, including a summary description of such claim.

SECTION 4.05 Covenants regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, and will not permit any of its licensees to, do any act, or omit do to any act, whereby any Patent that is material to the conduct of the business of the Borrower and its Subsidiaries (considered as a whole) may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the business of the Borrower and its Subsidiaries (considered as a whole), (1) maintain the quality of products and services offered under such Trademark, (2) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (3) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by Copyright material to the conduct of the business of the Borrower and its Subsidiaries (considered as a whole), continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall promptly notify the Collateral Agent if it knows that any Patent, Trademark or Copyright material to the conduct of the business of the Borrower and its Subsidiaries (considered as a whole) may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent thereof (but in no event more than 90 days after any Grantor obtains knowledge thereof), and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the business of the Borrower and its Subsidiaries (considered as a whole), including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the business of the Borrower and its Subsidiaries (considered as a whole) has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent as such notice is required by Section 4.04(f) herein, and shall promptly take all reasonable actions to stop such infringement, misappropriation or dilution and take such other actions as are appropriate under the circumstances to protect such Article 9 Collateral including, but not limited to, the initiation of a suit to recover any and all damages for such infringement, misappropriation or dilution.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Remedies

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SECTION 5.01 Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor or Pledgor, and the Grantors and Pledgors hereby waive (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor or Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors and Pledgors 10 days' written notice (which each Grantor or Pledgor agrees is reasonable notice within the meaning of Section 9-611 of the UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Article 9 Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale the Collateral or portion thereof to be sold may be sold in one lot as an entirety or in separate parcels as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given.

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The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor or Pledgor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may (with the consent of the Collateral Agent) make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor or Pledgor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor or Pledgor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor or Pledgor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the UCC or its equivalent in other jurisdictions.

SECTION 5.02 Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Collateral as well as any Collateral consisting of cash as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel incurred, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor or Pledgor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with

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the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors and Pledgors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement and the Credit Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03 Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04 Securities Act, etc. In view of the position of the Pledgors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Pledgor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Pledgor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the

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Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE VI

Indemnity, Subrogation and Subordination

SECTION 6.01 Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of any Obligation of the Borrower, then the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to any Security Document to satisfy an Obligation of the Borrower, then the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02 Contribution and Subrogation. Each Guarantor (a "Contributing Guarantor") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy any Obligation owed to any Secured Party and such other Guarantor (the "Claiming Guarantor") shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to

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Section 7.16, the date of the Supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03 Subordination. (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

(b) The Borrower and Subsidiary Parties hereby agree that all Indebtedness and other monetary obligations owed by it to the Borrower or any Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations provided that, for so long as no Default shall have occurred and be continuing, all such Indebtedness may be paid in accordance with the terms of the instruments evidencing such Indebtedness.

ARTICLE VII

Miscellaneous

SECTION 7.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02 Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor and Pledgor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Pledgor in respect of the Obligations or this Agreement.

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SECTION 7.03 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 7.04 Binding Effect; Several Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 7.05 Successors and Assigns. Subject to Section 9.04 of the Credit Agreement, whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Loan Party or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06 Collateral Agent's Expenses; Indemnification. The provisions of Section 9.03 of the Credit Agreement shall apply hereto as if fully set forth herein.

SECTION 7.07 Collateral Agent Appointed Attorney-in-Fact. Each Grantor and each Pledgor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor or Pledgor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes hereof upon the occurrence and continuation of a Default (except as otherwise provided in Section 4.01(b) herein), which appointment is irrevocable and coupled with an interest. Without

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limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor or Pledgor (a) in the case of a Grantor (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Article 9 Collateral or any part thereof; (ii) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Article 9 Collateral; (iii) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Article 9 Collateral; (iv) to send verifications of Accounts Receivable to any Account Debtor; (v) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Article 9 Collateral or to enforce any rights in respect of any Article 9 Collateral; (vi) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Article 9 Collateral; (vii) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (viii) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Article 9 Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; and (b) in the case of a Pledgor (i) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral; (ii) to endorse checks, drafts, orders and other instruments for the payment of money payable to the Pledgor representing any interest or dividend or other distribution payable in respect of the Pledged Collateral or any part thereof or on account thereof and to give full discharge of the same; (iii) to settle, compromise, prosecute or defend any action, claim or proceeding with respect thereto; and (iv) to sell, assign, endorse, pledge, transfer and to make any agreement respecting, or otherwise deal with, the same; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor or Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7.08 APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.09 Waivers; Amendment. (a) No failure or delay by the Collateral Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further

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exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.11 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

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SECTION 7.13 Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14 Jurisdiction; Consent to Service of Process. (a) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(b) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15 Termination or Release. (a) This Agreement, the Guarantees, the Security Interest and all other security interests granted hereby shall terminate when all the Obligations (other than contingent or inchoate indemnification and reimbursement obligations) have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary of the Borrower; provided that the Required Lenders shall have consented to such transaction

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(to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor or Pledgor of any Collateral that is permitted under the Credit Agreement to any Person that is not the Borrower or a Subsidiary Party, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Sections 8.01 and 9.02 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to subparagraphs (a), (b) or (c), the Collateral Agent shall execute and deliver to any Grantor or Pledgor, as the case may be, at such Grantor's or Pledgor's expense, all documents that such Grantor or Pledgor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.16 Additional Subsidiaries. Pursuant to Section 5.11 of the Credit Agreement, each wholly owned Subsidiary Loan Party that was not in existence on the date of the Credit Agreement and certain entities that are not wholly owned Subsidiaries that were not in existence on the date of this Agreement, are required to enter in this Agreement as a Subsidiary Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Exhibit I hereto, such Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Party as a party to this Agreement.

SECTION 7.17 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Subsidiary Party against any of and all the obligations of such Subsidiary Party now or hereafter existing under this agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 7.18 Collateral Agent. The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this

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Agreement and the Credit Agreement. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of the Secured Parties in accordance with the terms of this Section. The Collateral Agent may resign at any time by notifying the Lenders, the Issuing Bank and the Grantors. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Grantors, to appoint a successor Collateral Agent. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then the retiring Collateral Agent may, on behalf of the Lenders and the Issuing Bank, appoint a successor Collateral Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Collateral Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations hereunder. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereby also be deemed the successor Collateral Agent and such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement. The retiring Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

[The remainder of this page has been left blank intentionally.]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AFC ENTERPRISES, INC.

By: _____
Name: Gerald Wilkins
Title: Exec. V.P. and CFO

AFC PROPERTIES, INC.

By: _____
Name: Harold M. Cohen
Title: Vice President
Assistant Secretary

AFC OF LOUISIANA, LLC
By: AFC Enterprises, Inc., Sole Member

By: _____
Name: Harold M. Cohen
Title: Asst. Secretary

CHURCH'S TEXAS HOLDINGS, LLC
By: AFC Enterprises, Inc., General Partner

By: _____
Name: Gerald Wilkins
Title: Exec. V.P. & CFO

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AFC HOLDINGS OF TEXAS, LLC
By: AFC Enterprises, Inc.

By: _____
Name: Harold M. Cohen
Title: Vice President
Assistant Secretary

SEATTLE COFFEE COMPANY

By: _____
Name: Harold M. Cohen
Title: Asst. Secretary

CINNABON INTERNATIONAL, INC.

By: _____
Name: Harold M. Cohen
Title: Vice President
Assistant Secretary

CINNABON INTERNATIONAL, INC. CORPORATE SEAL DELAWARE

CT RESTAURANTS, L.P.
By: Church's Texas Holdings, LLC
By: AFC Enterprises, Inc.

By: _____
Name: Gerald Wilkins
Title: EVP + CFO

SEATTLE'S BEST COFFEE LLC
By: Seattle Coffee Company

By: _____
Name: Harold M. Cohen
Title: Asst. Secretary

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TORREFAZIONE ITALIA, LLC
By: Seattle Coffee Company

By: _____
Name: Harold M. Cohen
Title: Asst. Secretary

CINNABON INC.

By: _____
Name:
Title:

Harold M. Cohen
Vice President
Assistant Secretary

CINNABON, INC. CORPORATE SEAL WASHINGTON

JPMORGAN CHASE BANK, as Collateral Agent,

By: _____
Name:
Title:

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TORREFAZIONE ITALIA, LLC
By: Seattle Coffee Company

By:_____
Name:Harold M. Cohen
Title: Asst. Secretary

CINNABON INC.

By:_____
Name:
Title:

JPMORGAN CHASE BANK, as
Collateral Agent,

By:_____
Name:
Title: Robert Anastasio
Vice President

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SCHEDULE I to
the Guarantee and
Collateral Agreement

SUBSIDIARY LOAN PARTIES

AFC Properties, Inc.

AFC of Louisiana, Inc.

Church's Texas Holdings, LLC

AFC Holdings of Texas, LLC

Seattle Coffee Company

Cinnabon International, Inc.

CT Restaurants, L.P.

Seattle's Best Coffee LLC

Torrefazione Italia LLC

Cinnabon, Inc.

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SCHEDULE II to
the Guarantee and
Collateral Agreement

CAPITAL STOCK AND OTHER EQUITY INTERESTS

See Appendix A to the executed UCC Pre-Closing Diligence Certificate which is attached to and made a part of the form of Perfection Certificate in Exhibit II hereto.

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DEBT SECURITIES

Grantor/ Lender	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date of Note	Maturity Date
AFC Enterprises, Inc.	Cedar Contracting, Inc.	400,000.00	375,353.64	April 23, 1999	April 1, 2004
AFC Enterprises, Inc.	The Restaurant Group of South Florida, L.L.C.	577,961.50	468,296.83	June 28, 1999	May 26, 2014
*AFC Enterprises, Inc.	CBB Acquisition Corp.	1,500,000.00	1,500,000.00	August 30, 1999	August 31, 2004
AFC Enterprises, Inc.	POP Investments, LLC	2,655,000.00	2,589,105.78	December 3, 2001	December 3, 2011

* The note made by CBB Acquisition Corp. was previously pledged to Canadian Imperial Bank of Commerce ("CIBC"). CIBC has misplaced this note. Upon Grantor's receipt of the note or a replacement note, Grantor shall deliver the note to the Collateral Agent.

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SCHEDULE III
to the Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY GRANTORS

See Schedule B-1 to the executed UCC Pre-Closing Diligence Certificate which is attached to and made a part of the form of Perfection Certificate in Exhibit II hereto.

SCHEDULE III to
the Guarantee and
Collateral Agreement

PATENTS OWNED BY GRANTORS

See Schedule B-1 to the executed UCC Pre-Closing Diligence Certificate which is attached to and made a part of the form of Perfection Certificate in Exhibit II hereto.

SCHEDULE III to
the Guarantee and
Collateral Agreement

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

See Schedule B-1 to the executed UCC Pre-Closing Diligence Certificate which is attached to and made a part of the form of Perfection Certificate in Exhibit II hereto.

SCHEDULE IV to
the Guarantee and
Collateral Agreement

Insurance Requirements

(a) The Borrower will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurance companies:

(i) fire, boiler and machinery, and extended coverage insurance, on a replacement cost basis, with respect to all personal property and improvements to real property, in such amounts as are customarily maintained by companies in the same or similar business operating in the same or similar locations;

(ii) commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, about or in connection with the use of any properties owned, occupied or controlled by it, providing coverage on an occurrence basis with a combined single limit of not less than $1,000,000 and including the broad form CGL endorsement;

(iii) business interruption insurance, insuring against loss of gross earnings for a period of not less than 12 months arising from any risks or occurrences required to be covered by insurance pursuant to clause (i) above; and

(iv) such other insurance as may be required by law.

Deductibles or self-insured retention shall not exceed $100,000 for fire, boiler and machinery and extended coverage policies, $2,000,000 for commercial general liability policies or 10 Business Days for business interruption policies.

(b) Fire, boiler and machinery and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a lenders' loss payable clause in favor of the Collateral Agent and providing for losses thereunder to be payable to the Collateral Agent or its designee; provided, however, that as long as no Event of Default shall have occurred and be continuing, Borrower or its Subsidiaries may retain and apply such Net Proceeds in accordance with the Credit Agreement, (ii) a provision to the effect that neither the Borrower, the Collateral Agent nor any other party shall be a coinsurer, and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Lenders. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies shall name the Collateral Agent as loss payee. Each such policy referred to in this paragraph also shall provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral

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Agent, prior to the cancellation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

SCHEDULE V to
the Guarantee and
Collateral Agreement

Name of Grantor	Commercial Claims
NONE	

SCHEDULE VI to
the Guarantee and
Collateral Agreement

FINANCING STATEMENTS

Name of Grantor	Filing Jurisdiction(s)
AFC Enterprises, Inc.	Minnesota Secretary of State
AFC Properties, Inc.	Georgia (Clerk of Superior Court of Cobb County)
AFC of Louisiana, Inc.	Georgia (Clerk of Superior Court of Cobb County)
Church's Texas Holdings, LLC	Georgia (Clerk of Superior Court of Cobb County)
AFC Holdings of Texas, LLC	Georgia (Clerk of Superior Court of Cobb County)
Seattle Coffee Company	Georgia (Clerk of Superior Court of Cobb County)
Cinnabon International, Inc.	Delaware Secretary of State
CT Restaurants, L.P.	Texas Secretary of State
Seattle's Best Coffee LLC	Washington Department of Licensing
Torrefazione Italia LLC	Washington Department of Licensing
Cinnabon, Inc.	Washington Department of Licensing

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AFC Enterprises Patent and Copyright List as of 05-17-02

Patents

None.

Copyrights

Reg. No.	Reg. Date.	Description
TXU 651-768	10-21-1994	AFC'sPerfect Food Cost: Version 3.05 (computer program)

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AFC Enterprises Miscellaneous Intellectual Property Assets List as of 05-17-02

Domain Names:

Domain	Registrar	Record Owner	Reg. Date	Expiration
1AFC.NET	NSI	AFC Enterprises Atlanta, GA	09/29/2000	09/29/2001
1AFC.ORG	NSI	AFC Enterprises Atlanta, GA	09/29/2000	09/29/2001
804-401K.COM	NSI	AFC Enterprises Encino, CA	09/15/1999	09/16/2003
AFCE.COM	Register.com	AFC Enterprises Atlanta, GA	10/21/1998	10/20/2011
AFCESAMPLE.ORG	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2003
AFCFRANCHISE.COM	NSI	AFC Enterprises Atlanta, GA	02/15/2001	02/15/2003
AFCFRANCHISE.COM	Register.com	AFC Enterprises Atlanta, GA	02/15/2001	02/15/2004
AFCFRANCHISING.COM	NSI	AFC Enterprises Atlanta, GA	03/31/1999	03/30/2002
AFCFRANCHISING.COM	Register.com	AFC Enterprises Atlanta, GA	03/31/1999	03/31/2003
AFC-ONLINE.COM	Register.com	AFC Enterprises Atlanta, GA	03/19/1996	03/20/2003
AFCPROMOTIONS.COM	NSI	AFC Enterprises Garland, TX	09/29/1998	09/23/2003
BIGPEICESLITTLEPRICES.COM	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
CAJUN-CAFE.COM	Register.com	AFC Enterprises Atlanta, GA	11/17/1999	11/17/2003
CAJUN-CAFE.NET	Register.com	AFC Enterprises Atlanta, GA	11/17/1999	11/17/2003
CAJUN-CAFE.ORG	Register.com	AFC Enterprises Atlanta, GA	11/17/1999	11/17/2003
CAJUNFRIEDTURKEY.NET	Register.com	AFC Enterprises Atlanta, GA	01/12/2000	01/12/2003
CAJUNFRIEDTURKEY.ORG	Register.com	AFC Enterprises Atlanta, GA	01/12/2000	01/12/2003
CAJUN-KITCHEN.COM	Register.com	AFC Enterprises Atlanta, GA	06/16/1999	06/16/2003
CAJUNKITCHEN.NET	Register.com	AFC Enterprises Atlanta, GA	06/18/1999	06/18/2003
CAJUN-KITCHEN.NET	Register.com	AFC Enterprises Atlanta, GA	06/18/1999	06/18/2003
CAJUNKITCHEN.ORG	Register.com	AFC Enterprises Atlanta, GA	06/18/1999	06/18/2003
CAJUN-KITCHEN.ORG	Register.com	AFC Enterprises Atlanta, GA	06/18/1999	06/18/2003
CAJUNTURKEY.NET	Register.com	AFC Enterprises Atlanta, GA	01/12/2000	01/12/2003
CAJUNTURKEY.ORG	Register.com	AFC Enterprises Atlanta, GA	01/12/2000	01/12/2003
CHEFBILLY.COM	Register.com	AFC Enterprises Atlanta, GA	05/24/2000	05/24/2003
CHEFBILLYJACOB.COM	Register.com	AFC Enterprises Atlanta, GA	05/24/2000	05/24/2003
CHESAPEAKEBAGEL.COM	Register.com	AFC Enterprises Atlanta, GA	04/04/1997	04/05/2003
CHURCHIES.COM	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
CHURCHS.COM	Register.com	AFC Enterprises Atlanta, GA	03/19/1996	03/20/2003
CHURCHSCHICKEN.COM	Register.com	AFC Enterprises Atlanta, GA	04/15/2002	04/15/2003

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Domain	Registrar	Record Owner	Reg. Date	Expiration
CHURCHSCHICKEN.NET	Register.com	AFC Enterprises Atlanta, GA	06/04/2001	06/04/2011
CHURCHSFRIEDCHICKEN.COM	Register.com	AFC Enterprises Atlanta, GA	08/08/2000	08/08/2003
CINNABON.COM	Register.com	AFC Enterprises Atlanta, GA	03/14/1997	03/15/2011
CINNABONROLLS.COM	NSI	AFC Enterprises Atlanta, GA	12/07/1998	12/07/2002
CINNABONROLLS.COM	Register.com	AFC Enterprises Atlanta, GA	01/09/2002	01/09/2003
EDUCAJUN.COM	Register.com	AFC Enterprises Atlanta, GA	05/31/2000	05/31/2003
EDUCAJUN.NET	Register.com	AFC Enterprises Atlanta, GA	05/31/2000	05/31/2003
EPOPEYES.COM	Register.com	AFC Enterprises Atlanta, GA	12/15/1999	12/15/2002
EPOPEYES.NET	Register.com	AFC Enterprises Atlanta, GA	12/15/1999	12/15/2002
FOCENTERPRISES.COM	Register.com	AFC Enterprises Atlanta, GA	02/24/2000	02/24/2003
FOCENTERPRISES.NET	NSI	AFC Enterprises Atlanta, GA	02/24/2000	02/24/2002
FOCENTERPRISES.NET	Register.com	AFC Enterprises Atlanta, GA	02/24/2000	02/24/2003
FOCENTERPRISES.ORG	NSI	AFC Enterprises Atlanta, GA	02/24/2002	02/24/2002
FOCENTERPRISES.ORG	Register.com	AFC Enterprises Atlanta, GA	02/24/2000	02/24/2003
FRANCHISEEBUSINESS.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/18/2002
FRANCHISEECHOICE.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEECHOICE.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEECOMMERCE.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEECOMMERCE.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEEEXPRESS.COM	Register.com	AFC Enterprises Atlanta, GA	01/22/2002	01/22/2003
FRANCHISEEEXPRESS.NET	Register.com	AFC Enterprises Atlanta, GA	01/22/2002	01/22/2003
FRANCHISEEFORUM.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEEFORUM.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEEINFO.COM	Register.com	AFC Enterprises Atlanta, GA	04/10/2000	04/10/2002
FRANCHISEEINFO.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEENETWORK.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEENETWORK.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEENEWS.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	06/08/2002
FRANCHISEENEWS.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	06/08/2002
FRANCHISEEONLINE.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	06/08/2002
FRANCHISEEONLINE.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	06/08/2002
FRANCHISEESOLUTIONS.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002

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Domain	Registrar	Record Owner	Reg. Date	Expiration
FRANCHISEESOLUTIONS.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISEESUPPORT.COM	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISESUPPORT.NET	Register.com	AFC Enterprises Atlanta, GA	01/10/2002	04/10/2002
FRANCHISOROFCHOICE.COM	Register.com	AFC Enterprises Atlanta, GA	08/21/1999	28/21/2003
FRANCHSIEENEWS.NET	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
FRANSCHISOROFCHOICE.COM	NSI	AFC Enterprises Atlanta, GA	08/31/1999	08/31/2002
HONEYBUTTERBISCUITS.COM	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
IBELIEVEINAFC.COM	Register.com	AFC Enterprises Atlanta, GA	11/02/1999	11/02/2003
INTPOPEYESDEVELOPMENT.COM	Register.com	AFC Enterprises Atlanta, GA	02/25/2002	02/25/2007
KRISPYTENDERS.COM	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
LOUISIANALEGENDS.COM	Register.com	AFC Enterprises Atlanta, GA	07/29/1999	07/29/2003
MSCONTHEWEB.COM	NSI[1]	AFC Enterprises San Antonio, TX	08/24/2000	08/24/2002
ONEAFC.COM	Register.com	AFC Enterprises Atlanta, GA	09/27/2000	09/27/2003
ONEAFC.NET	NSI	AFC Enterprises Atlanta, GA	09/29/2000	09/29/2001
ONEAFC.ORG	NSI	AFC Enterprises Atlanta, GA	09/29/2000	09/29/2001
POLLOCHURCHS.COM	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
POPEYES.COM	Register.com	AFC Enterprises Atlanta, GA	07/10/1997	07/09/2011
POPEYES.ORG	Register.com	AFC Enterprises Atlanta, GA	01/28/1999	01/28/2011
POPEYESCAJUNGROCER.COM	Register.com	AFC Enterprises Atlanta, GA	05/31/2000	05/31/2003
POPEYESCAJUNGROCER.NET	Register.com	AFC Enterprises Atlanta, GA	05/31/2000	05/31/2003
POPEYESCAJUNMARKET.COM	Register.com	AFC Enterprises Atlanta, GA	05/24/2000	05/24/2003
POPEYESCAJUNMARKET.NET	Register.com	AFC Enterprises Atlanta, GA	05/24/2000	05/24/2003
POPEYESCHICKEN.NET	Register.com	AFC Enterprises Atlanta, GA	06/30/1999	06/30/2004
POPEYESCHICKEN.ORG	Register.com	AFC Enterprises Atlanta, GA	06/18/1999	06/18/2003
POPEYESCHICKENANDBISCUITS.CO M	Register.com	AFC Enterprises Atlanta, GA	02/01/2002	02/01/2007
POPEYESCHICKENANDBISCUITS.NET	Register.com	AFC Enterprises Atlanta, GA	02/01/2002	02/01/2007
POPEYESCHICKENANDBISCUITS.ORG	Register.com	AFC Enterprises Atlanta, GA	02/01/2002	02/01/2007
POPEYESFRANCHISING.COM	Register.com	AFC Enterprises Atlanta, GA	07/29/1999	07/29/2004
POPEYESMARKET.COM	Register.com	AFC Enterprises Atlanta, GA	05/24/2000	05/24/2003
POPEYESTRAINING.COM	Register.com	AFC Enterprises Atlanta, GA	10/18/2000	10/18/2004

[1] Network Solutions Inc.

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Domain	Registrar	Record Owner	Reg. Date	Expiration
SBCFRANCHISING.COM	Register.com	AFC Enterprises Atlanta, GA	05/10/2001	05/10/2003
SEABEST.COM	Register.com	AFC Enterprises Atlanta, GA	07/24/1995	07/23/2003
SEATTLESBEST.COM	Register.com	AFC Enterprises Atlanta, GA	10/03/1997	10/02/2011
SEATTLESBEST.ORG	Register.com	AFC Enterprises Atlanta, GA	03/01/2002	03/01/2012
SEATTLESBESTCOFFEE.COM	Register.com	AFC Enterprises Atlanta, GA	10/03/1997	10/02/2004
TENDERCRUNCHERS.COM	Register.com	AFC Enterprises Atlanta, GA	12/21/2001	12/21/2002
TEXASCHICKEN.COM	Register.com	AFC Enterprises Atlanta, GA	01/09/2002	01/09/2003
TITALIA.COM	Register.com	AFC Enterprises Atlanta, GA	07/24/1995	07/23/2003
TORREFAZIONEITALIA.COM	Register.com	AFC Enterprises Atlanta, GA	10/03/1997	10/02/2011
TORREFAZIONEITALIA.NET	Register.com	AFC Enterprises Atlanta, GA	03/01/2002	03/01/2012
TORREFAZIONEITALIA.ORG	Register.com	AFC Enterprises Atlanta, GA	03/01/2002	03/01/2012
ULTRAFRYER.COM	NSI	AFC Enterprises Atlanta, GA	12/19/1997	12/20/2002
CHURCHSCHICKEN.COM	NSI	AFC Enterprises, Inc. Atlanta, GA	02/05/2002	02/05/2004
AFCPROPERTIES.COM	Melbourne IT	AFC Properties South Norwalk, CT	06/02/2000	06/02/2001
SEATTLECOFFEECOMPANY.COM	Melbourne IT	Seattle Coffee Company Pembroke Pines, FL	12/15/2000	12/15/2002
TITALIA.COM	NSI	Torrefazione Italia Seattle, WA	07/24/1995	07/25/2002

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Security Interests (in favor of AFC):

Pursuant to an Intellectual Property Security Agreement dated June 1, 2000, by and between AFC Enterprises, Inc. ("AFC") and Ultrafryer Systems, Inc. ("Ultrafryer"), Ultrafryer assigned, transferred, granted and conveyed to AFC a first priority lien upon, all Ultrafryer's right and title to, and a security interest in, the following Intellectual Property:

U.S. TRADEMARK	REG. NO. (SERIAL NO.)	REG. DATE (FILING DATE)
FAR WEST	2,136,449 (74/605,423)	February 17, 1998 (November 18,1994)`
ULTRAFRYER	2,002,020 (74/723,452)	September 17, 1996 (August 30, 1995)
THE ULTIMATE FRYING MACHINE	2,250,660 (75 /387,515)	June 1, 1999 (November 10, 1997)
ULTRAFRYER SYSTEMS and Design	2,529,937 (78 /009,956)	January 15, 2002 (May 25, 2000)
ULTRASTAT21	2,443,643 (75 /404,218)	April 17, 2001 (December 12, 1997)
ZRT EXPRESS	(75 /900,942)	(January 21, 2000)
ZRT EXPRESS stylized letters	2,541,380 (75 /899,990)	February 19, 2002 (January 21, 2000)

TITLE	COUNTRY	PATENT NO. (APP. NO.)	ISSUE DATE (APP. DATE)
Electric boost heater for deep fryer	US	6058245 (09/129264)	05/02/2000 (08/05/1998)
Vortex chamber for deep fryer heat exchanger	US	6016799 (09/224201)	01/25/2000 (12/30/1998)
Dry fire limiting device for deep fryer	US	5910206 (09/191698)	06/08/1999 (11/13/1998)
Baffle for deep fryer heat exchanger	US	5901641 (09/184719)	05/11/1999 (11/02/1998)
Heating control system for a gas fryer	US	5706717 (08/747597)	01/13/1998 (11/12/1996)
Gas Fryer Heat Exchanger	US	5,417,202	
Venturi Apparatus for Deep Fryer	US	09/432,622	
Vat Bottom Configuration for Deep Fryer	US	09/426,345	
Filter Tub Assembly for a Deep Fryer	US	09/425,388	
Spray Cleaning Apparatus for Deep Fryer	US	09/425,342	
Closed Loop Heating Control for Food Warmer	US	09/376,508	

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TITLE	COUNTRY	PATENT NO. (APP. NO.)	ISSUE DATE (APP. DATE)
Vortex chamber for Baffle for deep fryer heat exchanger	Brazil China EC Indonesia South Korea	- - 99127459.8 99310494.2 P991174 10-1999-53209	
Heat Control System for a Gas Fryer	Brazil Canada China International Japan Malaysia Mexico	P19713022-2 2271458 97181328.0 US97/20421 506362/98 P19705380 9904380	
Baffle for Deep Fryer Heat Exchanger	Brazil China EC International Japan Malaysia South Korea Taiwan	P19904987-2 99123689.9 99308615.6 US99/25812 311258/99 P19904656 10-1999-48072 88118672	
Vortex Chamber for Deep Fryer Heat Exchanger	Japan Malaysia Taiwan	369520/99 P19905786 88122406	
Fryer System and Method of Operating a Heating System for a Fryer	Taiwan	86116907	

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AFC Enterprises Worldwide Trademark List as of 05-17-02

Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Classes
AFC	AFC ENTERPRISES & Design	United States	Registered	75/167398	09/17/96	2215069	12/29/98	35
AFC	AFC ENTERPRISES (word mark)	United States	Registered	75/160522	08/27/96	2215059	12/29/98	35
AFC	AFC ON-LINE	United States	Registered	75/46534	04/09/98	2362931	06/27/00	35, 38 & 42
AFC	AFC Service Mark (logo)	United States	Registered	74/339478	12/14/92	1973182	05/07/96	35
AFC	AFC word mark	United States	Registered	74/339479	12/14/92	2010357	10/22/96	35
AFC	CRAVE APPEAL	United States	Pending	78/037737	12/04/00			21, 29, 30, 35 & 42
AFC	FRANCHISER OF CHOICE	United States	Pending	76/200962	01/26/01			35
AFC	FRANCHISOR OF CHOICE	United States	Registered	74/725852	09/06/95	2091908	08/26/97	35
AFC	NEW AGE OF OPPORTUNITY	United States	Registered	75/025210	11/28/95	2017585	11/19/96	35 & 42
AFC	NEW AGE OF OPPORTUNITY (logo)	United States	Registered	75/025202	11/28/95	2017586	11/19/96	35 & 42
AFC	SPECIALIZED FOOD EQUIPMENT CO & design	United States	Registered			1150679	04/07/81	
AFC	RON'S KRISPY FRIED CHICKEN P/D	United States	Registered			1337289	05/21/85	
AFC	ONEAFC	United States	Pending	78/036190	11/21/00			35 & 42
Churchs	CHURCHS (word mark)	Antigua	Registered	99179264	02/27/98	5329	04/18/00	42
Churchs	CHURCHS (word mark)	Argentina	Registered	2139651	03/23/98	1733639	04/27/99	29
Churchs	CHURCHS (word mark)	Argentina	Registered	2139652	03/23/98	1733640	04/27/99	42
Churchs	CHURCH'S (word mark)	Aruba	Registered	93/100112	10/01/93	16484	01/24/94	29 & 42
Churchs	CHURCHS CHICKEN & Logo	Aruba	Registered	98073111	07/31/98	19481	11/27/98	29 & 42
Churchs	TEXAS FRIED CHICKEN & logo	Aruba	Registered	93/100113	10/01/93	16485	01/24/94	29 & 42
Churchs	Church's Chicken	Aruba	Registered	21430	05/14/01	21430	08/22/01	16, 29, & 42
Churchs	Church's Chicken (Stylized)	Aruba	Registered	21431	05/14/01	37125	05/13/01	16, 29 & 42
Churchs	CHURCHS (word mark)	Australia	Registered	756016	02/28/98	756016	02/26/98	29 & 42
Churchs	CHURCHS CHICKEN & logo	Australia	Registered	756014	02/26/98	756014	02/26/98	29 & 42
Churchs	CHURCHIE	Australia	Registered	A272302	05/24/71	A272302	05/24/71	29
Churchs	CHURCHIE P/D	Australia	Registered	A248526	05/24/71	A248526	05/24/71	29
Churchs	CHURCH'S FRIED CHICKEN & C DESIGN	Australia	Registered		07/01/81	B362127	07/01/88	42
Churchs	CHURCH'S TEXAS FRIED CHICKEN & COWBOY DESIGN	Australia	Registered		01/05/81	A359743	01/05/88	42
Churchs	Churchs Chicken & Logo	Austria	Registered	AM2634/97	05/15/97	172637	11/30/97	42
Churchs	CHURCHS (word mark)	Bahamas	Registered	19725	06/25/97	19725	03/13/98	16
Churchs	CHURCHS (word mark)	Bahamas	Registered	19727	06/25/97	19727	04/30/98	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & design	Bahamas	Registered	10869	09/28/83	10869	09/28/83	42
Churchs	TEXAS CHICKEN & Logo	Bahrain	Registered	1009/97	06/29/97	2380	06/29/97	42
Churchs	TEXAS CHICKEN (word mark)	Bahrain	Registered	1010/97	06/29/97	2381	06/29/97	42
Churchs	TEXAS CHICKEN in Arabic & Logo	Bahrain	Registered	1007/97	06/29/97	2379	06/29/97	42
Churchs	TEXAS CHICKEN & Logo	Bahrain	Registered	1008/97	29JE1997	22237	06/29/97	29
Churchs	TEXAS CHICKEN (wordmark)	Bahrain	Registered	1011/97	29JE1997	22238	06/29/97	29
Churchs	TEXAS CHICKEN in Arabic & Logo	Bahrain	Registered	1006/97	29JE1997	22236	06/29/97	29
Churchs	CHURCHS	Barbados	Registered		11/12/96	81/14894	12/20/00	29

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AFC Enterprises Worldwide Trademark List as of 05-17-02

Brand	Mark	Country	Status	App. #	App. Date	Reg. #	Reg. Date	Class
Churchs	CHURCHS	Barbados	Registered		11/12/96	81/14895	12/20/00	42
Churchs	CHURCHS (LOGO)	Barbados	Registered		11/12/96	81/14898	12/20/00	29
Churchs	CHURCHS (LOGO)	Barbados	Registered		11/12/96	81/14899	12/20/00	42
Churchs	CHURCHS TEXAS CHICKEN	Barbados	Registered		11/12/96	81/14896	12/20/00	29
Churchs	CHURCHS TEXAS CHICKEN	Barbados	Registered		11/12/96	81/14897	12/20/00	42
Churchs	CHURCHS TEXAS CHICKEN (LOGO)	Barbados	Registered	99192417	11/12/96	81/14900	12/20/00	29
Churchs	CHURCHS TEXAS CHICKEN (LOGO)	Barbados	Registered		11/12/96	81/14901	12/20/00	42
Churchs	CHURCHS (word mark)	Bolivia	Registered	7074	05/15/97	68984	11/23/98	29
Churchs	CHURCHS (word mark)	Bolivia	Registered	7075	05/15/97	68987	11/23/98	42
Churchs	CHURCH'S CHICKEN	Botswana	Pending	BW/M/01/00583	12/13/01			29 & 42
Churchs	CHURCH'S (script)	Brazil	Registered			811311430	12/26/84	29.1
Churchs	CHURCHS (word mark)	Brazil	Registered	820024805	08/19/97	820024805	12/21/99	36.6
Churchs	CHURCHS (word mark)	Brazil	Registered	820024821	08/19/97	820024821	04/04/00	29
Churchs	CHURCHS FRIED CHICKEN w/rainbow design	Brazil	Registered			811311414	12/26/84	29.1
Churchs	CHURCHS FRIED CHICKEN w/rainbow design	Brazil	Registered			811311457	12/26/84	38.6
Churchs	CHURCH'S (Script)	Canada	Registered	344686	07/23/71	184925	08/18/72	42
Churchs	CHURCHS (word mark)	Canada	Registered	741537	11/07/93	453732	02/09/96	42 & 29
Churchs	CHURCHS CHICKEN & Logo	Canada	Registered	741538	11/07/93	447634	09/15/95	42 & 29
Churchs	CHURCHS logo design	Canada	Registered	741359	11/07/93	447635	09/15/95	42 & 29
Churchs	CHURCHS POULET	Canada	Registered	756381	06/08/94	445678	07/28/95	42 & 29
Churchs	CHURCHS POULET (logo)	Canada	Registered	756382	06/08/94	445679	07/28/95	42 & 29
Churchs	POULET CHURCHS CHICKEN	Canada	Registered	756379	06/08/94	445676	07/28/95	42 & 29
Churchs	POULET CHURCHS CHICKEN (logo)	Canada	Registered	756380	06/08/94	445677	07/28/95	42 & 29
Churchs	CHURCHS (word mark)	Chile	Registered	381.644	06/26/97	506097	03/05/98	29
Churchs	CHURCHS (word mark)	Chile	Registered	381.645	06/26/97	508317	03/25/98	42
Churchs	Blank Logo (without words)	China	Registered	95/016839	02/22/95	951719	02/21/97	42
Churchs	Blank logo (without words)	China	Registered	970028518		1185394	06/21/98	29
Churchs	CHRCHS	China	Registered	970014692	02/19/97	1143844	01/14/98	42
Churchs	CHRCHS	China	Registered	970014691	02/19/97	1191709	07/14/98	29
Churchs	CHURCHIES (word mark)	China	Registered	970015033	02/21/97	1145781	01/21/98	42
Churchs	CHURCHIES (word mark)	China	Registered	970015032	02/21/97	1191707	07/14/98	29
Churchs	CHURCHS (Word Mark)	China	Registered	960095601	08/23/96	1136877	12/21/97	29
Churchs	CHURCHS (word mark)	China	Registered	970016184	02/27/97	1149779	02/07/98	42
Churchs	CHURCHS CHICKEN in Chinese	China	Registered	9800038529	04/15/99	1445663	09/14/00	42
Churchs	CHURCHS CHICKEN in Chinese	China	Registered	9900038528	04/15/99	1470345	11/07/00	29
Churchs	CHURCHS TEXAS CHICKEN (Chinese/word mark/Adept & Lucky Texas Chicken)	China	Pending	960100848	09/04/96			29
Churchs	CHURCHZ (word mark)	China	Registered	970013836	02/14/97	1149738	02/07/98	42
Churchs	CHURCHZ (word mark)	China	Registered	970013837	02/14/97	1191708	07/14/98	29

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Brand	Mark	Country	Status	App. No.	Approval	Reg. No.	Registration	Class
Churchs	DE KE SHAN (word mark - Moral guests/customers meal)	China	Registered	970075809	07/23/97	35634	10/14/98	29
Churchs	DE KE SHENG (Word Mark - Moral Guests/Customers will win)	China	Registered	970081131	08/05/97	1219159	10/28/98	29
Churchs	DE KE SHENG (Word Mark - Moral Guests/Customers will win)	China	Registered	970081985	08/07/97	1499738	12/28/00	42
Churchs	DE KE SHENG (Word Mark - Room full of moral guests/customers)	China	Registered	970078696	07/30/97	1219172	10/28/98	29
Churchs	LITTLE RIDER (Chin. charac/in Tx. Chicken logo)	China	Registered	95/016838	02/22/95	935392	01/21/97	29
Churchs	LITTLE RIDER (in Chinese charac. - word mark)	China	Registered	95/016841	02/22/95	903425	11/21/96	29
Churchs	LITTLE RIDER LOGO I (MAN WITH LASSO)	China	Registered	970029041	04/03/98	1157702	03/07/98	42
Churchs	LITTLE RIDER LOGO I (MAN WITH LASSO)	China	Registered	970029040	04/03/97	1168912	04/21/98	32
Churchs	LITTLE RIDER LOGO I (man with lasso)	China	Registered	970029038	04/03/97	1166413	04/14/98	28
Churchs	LITTLE RIDER LOGO I (MAN WITH LASSO)	China	Registered	970029039	04/03/97	1176989	05/21/98	30
Churchs	LITTLE RIDER LOGO II (MAN ON TOY HORSE)	China	Registered	970029042	04/03/97	1166411	04/14/98	28
Churchs	LITTLE RIDER LOGO II (MAN ON TOY HORSE)	China	Registered	970029044	04/03/97	1168913	04/21/98	32
Churchs	LITTLE RIDER LOGO II (MAN ON TOY HORSE)	China	Registered	970029043	04/03/97	1176990	05/21/98	30
Churchs	LITTLE RIDER LOGO III (MAN SMILING)	China	Registered	970029049	04/03/98	1157701	03/07/98	42
Churchs	LITTLE RIDER LOGO III (MAN SMILING)	China	Registered	970029046	04/03/97	1166412	04/14/98	28
Churchs	LITTLE RIDER LOGO III (MAN SMILING)	China	Registered	970029048	04/03/97	1168914	04/21/98	32
Churchs	LITTLE RIDER LOGO III (MAN SMILING)	China	Registered	970029047	04/03/97	1176954	05/21/98	30
Churchs	LITTLE RIDER LOGO IV (MAN REACHING FOR GUN)	China	Registered	970029053	04/03/98	1157703	03/07/98	42
Churchs	LITTLE RIDER LOGO IV (MAN REACHING FOR GUN)	China	Registered	970029052	04/03/97	1168915	04/21/98	32
Churchs	LITTLE RIDER LOGO IV (MAN REACHING FOR GUN)	China	Registered	970029051	04/03/97	1176T953	05/21/98	30
Churchs	LITTLE RIDER LOGO IV (MAN WITH GUN)	China	Registered	970029050	04/03/97	1166417	04/14/98	28
Churchs	TEJAS (word mark)	China	Registered	970013975	02/14/97	1149705	02/07/98	42
Churchs	TEJAS (word mark)	China	Registered	970013974	02/14/97	1167140	04/14/98	29
Churchs	TEKSAS (wod mark)	China	Registered	970018869	03/07/97	1153771	02/21/98	42
Churchs	TEKSAS (word mark)	China	Registered	970018870	03/07/97	1167132	04/14/98	29
Churchs	TEX' (word mark)	China	Registered	970020325	03/11/97	1151849	02/14/98	42
Churchs	TEXAN (Roxy-Chinese word mark)	China	Pending	970059112	06/12/97			42
Churchs	TEXAN (Roxy-Chinese word mark)	China	Pending	970059113	06/12/97			29
Churchs	Texan (word mark w/star in place of "x")	China	Registered	970062629	06/20/97	1197812	08/07/98	42
Churchs	Texan (word mark w/star in place of "x")	China	Registered	970062628	06/20/97	1559353	04/21/01	29
Churchs	TEXAN (word mark)	China	Registered	970015720	02/25/97	1149753	02/07/98	42
Churchs	TEXAS (Chinese Translation - client of noble character longing for something)	China	Registered	970014412	02/18/97	1149706	02/07/98	42
Churchs	TEXAS (Chinese Translation - client of noble character longing for something)	China	Registered	970014411	02/18/97	1167136	04/14/98	29
Churchs	Texas (word mark w/star in place of "x")	China	Registered	970062631	06/20/97	1197813	08/07/98	42
Churchs	Texas (word mark w/star in place of "x")	China	Registered	970062630	06/20/97	1559354	04/21/01	29
Churchs	TEXAZ (word mark)	China	Registered	970017801	03/04/97	1149754	02/07/98	42

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Brand	Mark	Country	Status	App. #	App. Date	Reg. #	Reg. Date	Class
Churchs	TEXAZ (word mark)	China	Registered	970017800	03/04/97	1167135	04/14/98	29
Churchs	TEXSAS (word mark)	China	Registered	970016800	02/28/97	1149752	02/07/98	42
Churchs	TEXSAS (word mark)	China	Registered	970016799	02/28/97	1167139	04/14/98	29
Churchs	TEXSAZ (word mark)	China	Registered	970014977	02/21/97	1149751	02/07/98	42
Churchs	TEXSAZ (word mark)	China	Registered	970014976	02/21/97	1167138	04/14/98	29
Churchs	CHURCHS (word mark)	Colombia	Registered	97049588	08/27/97	206674	03/18/98	42
Churchs	CHURCHS (word mark)	Colombia	Registered	97049587	08/27/97	206675	03/18/98	29
Churchs	CHURCHS (word mark - commercial name)	Costa Rica	Registered	111950	03/19/97	111950	02/17/99	
Churchs	CHURCHS (word mark)	Costa Rica	Registered	107950	03/13/97	108335	07/22/98	42
Churchs	CHURCHS (word mark)	Costa Rica	Registered	107949	03/19/97	108336	07/22/98	29
Churchs	CHURCHS CHICKEN & Logo	Costa Rica	Registered	107947	03/19/97	108337	07/22/98	42
Churchs	CHURCHS CHICKEN & Logo	Costa Rica	Registered	107948	03/19/97	108338	07/22/98	29
Churchs	CHURCH'S	Czech Republic	Registered	83255/93	10/04/93	192697	08/21/96	29 & 42
Churchs	TEXAS FRIED CHICKEN (logo)	Czech Republic	Registered	83256/93	10/04/93	192698	08/21/96	29 & 42
Churchs	CHURCHS (word mark - commercial name)	Dominican Republic	Registered	15206	04/22/97	80487	06/15/97	
Churchs	CHURCHS (word mark)	Dominican Republic	Registered	14962	03/20/97	90539	06/15/97	53
Churchs	CHURCHS (word mark)	Dominican Republic	Registered	14963	03/20/97	90540	06/15/97	54
Churchs	CHURCHS CHICKEN & Logo	Dominican Republic	Registered	49123	03/20/97	95331	02/15/98	53
Churchs	CHURCHS CHICKEN & Logo	Dominican Republic	Registered	49122	03/20/97	95332	02/15/98	54
Churchs	CHURCH'S	Ecuador	Pending	115300	07/03/01			29
Churchs	CHURCH'S	Ecuador	Pending	115302	07/03/01			42
Churchs	CHURCH'S CHICKEN	Ecuador	Pending	115301	07/03/01			29
Churchs	CHURCH'S CHICKEN	Ecuador	Pending	115303	07/03/01			42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Ecuador	Pending	115304	07/03/01			42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Ecuador	Pending	115305	07/03/01			30
Churchs	CHURCH'S CHICKEN (STYLIZED)	Ecuador	Pending	115306	07/03/01			29
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Ecuador	Pending	115307	07/03/01			42
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Ecuador	Pending	115308	07/03/01			30
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Ecuador	Pending	115309	07/03/01			29
Churchs	TEXAS CHICKEN (logo in Arabic)	Egypt	Pending	96246	06/24/95			29
Churchs	TEXAS CHICKEN (logo in Arabic)	Egypt	Pending	96247	06/24/95			42
Churchs	TEXAS CHICKEN (word mark)	Egypt	Pending	95901	05/29/95			42
Churchs	TEXAS CHICKEN (word mark)	Egypt	Registered	95900	05/29/95	95900	05/29/95	29
Churchs	TEXAS CHICKEN logo	Egypt	Pending	95903	05/29/95			42
Churchs	TEXAS CHICKEN logo	Egypt	Registered	95902	05/29/95	95902	05/29/95	29
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Egypt	Pending	140579	02/20/01			29
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Egypt	Pending	140580	02/20/01			42
Churchs	CHURCHS (word mark - commercial name)	El Salvador	Registered	1750/97	03/21/97	116	04/02/98	
Churchs	CHURCHS (word mark)	El Salvador	Registered	1324/97	02/26/97	48	03/05/98	29

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Brand	Mark	Country	Status	App #	App Date	Reg #	Reg Date	Class
Churchs	CHURCHS (word mark)	El Salvador	Registered	1325/97	02/26/97	136	06/05/98	42
Churchs	CHURCHS CHICKEN & Logo	El Salvador	Registered	1323/97	02/26/97	47	03/05/98	29
Churchs	CHURCHS CHICKEN logo	El Salvador	Pending	1322/97	02/26/97			42
Churchs	CHURCHS (word mark)	European Community	Registered	171231	04/01/96	171231	04/01/96	29 & 42
Churchs	TEXAS CHICKEN (word mark)	European Community	Pending	171108	04/01/96			29 & 42
Churchs	CHURCHS	France	Registered			1649641	03/12/91	16, 35, 36 & 42
Churchs	CHURCHS FRIED CHICKEN & Rainbow "C" Design	France	Registered			1685194	08/05/91	29 & 42
Churchs	CHURCHS TEXAS FRIED CHICKEN & cowboy design	France	Registered			1685195	08/10/91	29, 30 & 42
Churchs	TEXAS CHICKEN (logo)	Gaza Strip	Registered	4385	02/15/97	4385	01/03/98	42
Churchs	TEXAS CHICKEN (word mark)	Gaza Strip	Registered	3184	08/03/95	3183	05/18/96	29
Churchs	TEXAS CHICKEN (word mark)	Gaza Strip	Registered	4384	02/15/97	4384	01/03/98	42
Churchs	TEXAS CHICKEN logo	Gaza Strip	Registered	3183	08/03/95	3184	05/18/96	29
Churchs	CHURCH FRIED CHICKEN & RAINBOW "C" DESIGN	Germany	Registered			1052727	08/24/83	42
Churchs	CHURCHS TEXAS FRIED CHICKEN & cowboy design	Germany	Registered			1052728	08/24/83	42
Churchs	CHURCH'S CHICKEN	Ghana	Pending	32151	12/19/01			29
Churchs	CHURCHS (word mark)	Guatemala	Pending	5721	07/15/97			
Churchs	CHURCHS (word mark)	Guatemala	Registered	5722	07/15/97	111450	07/01/01	29
Churchs	CHURCHS (word mark)	Guatemala	Registered	5723	07/15/97	111499	07/03/01	42
Churchs	CHURCHS	Guyana	Pending	16108A	07/31/97			29
Churchs	BISCUIT HELADO (word mark)	Honduras	Registered	1242/98	01/30/98	4894	06/30/98	42
Churchs	BISCUIT HELADO (word mark)	Honduras	Registered	1248/98	01/30/98	72039	06/30/98	29
Churchs	CHURCHS (word mark - commercial name)	Honduras	Registered	3531/97	03/24/97	1705	09/24/97	
Churchs	CHURCHS (word mark)	Honduras	Registered	1505/97	02/06/97	4362	07/31/97	42
Churchs	CHURCHS (word mark)	Honduras	Registered	1504/97	02/06/97	69189	07/12/97	29
Churchs	CHURCHS CHICKEN & Logo	Honduras	Registered	1501/97	02/06/97	4917	07/22/98	42
Churchs	PANCHO (word mark)	Honduras	Registered	1246/98	01/30/98	4918	07/22/98	42
Churchs	PECHUGA MEJICANA (word mark)	Honduras	Registered	1249/98	01/30/98	72050	06/30/98	30
Churchs	PENCHU SANDWICH (word mark)	Honduras	Registered	1244/98	01/30/98	4895	06/30/98	42
Churchs	PENCHU SANDWICH (word mark)	Honduras	Registered	1245/98	01/30/98	72410	08/31/98	29
Churchs	PENCHU-JR. (word mark)	Honduras	Registered	1247/98	01/30/98	72051	06/30/98	29
Churchs	BISCUIT HELADO	Honduras	Pending	1241/98	01/30/98			30
Churchs	CHURCHS	Honduras	Pending	6562/97	06/09/97			30
Churchs	CHURCHS CHICKEN Logo	Honduras	Registered	1502/97	06FE1997	69.763	09/24/97	29
Churchs	Pechu Jr.	Honduras	Registered	1240/98	01/30/98	4889	06/30/98	42
Churchs	Pechu Sandwich	Honduras	Registered	1243/98	01/30/98	72414	08/31/98	30
Churchs	PECHUGA MEJICANA	Honduras	Pending	1251/98	01/30/98			42
Churchs	PECHUGA MEJICANA	Honduras	Registered	1250/98	30JA1998	72052	06/30/98	29
Churchs	CHURCHS CHICKEN in Chinese Characters	Hong Kong	Registered	4631/99	15AP1999	6717/2000	04/15/99	29

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Churchs	CHURCHS CHICKEN in Chinese Characters	Hong Kong	Registered	4632/99	15AP1999	6718/2000	04/15/99	42
Churchs	CHURCHS	Hungary	Registered	M93/4740	10/08/93	139916	08/15/96	29 & 42
Churchs	TEXAS FRIED CHICKEN	Hungary	Registered	M93/4741	10/08/93	139917	08/15/96	29 & 42
Churchs	TEXAS FRIED CHICKEN & Cowboy Design	Iceland	Pending	D99-3390	03/09/99			29
Churchs	TEXAS CHICKEN (logo)	India	Pending	661009	03/30/95			29
Churchs	TEXAS CHICKEN (word mark)	India	Pending	661008	03/30/95			29
Churchs	CHURCHS (word mark)	Indonesia	Registered	10861	09/29/93	322302	01/02/95	29
Churchs	CHURCHS (word mark)	Indonesia	Registered	13264	07/27/95	359654	07/27/95	42
Churchs	CHURCHS CHICKEN & Logo	Indonesia	Registered	13275	07/27/95	373245	11/07/96	42
Churchs	CHURCHS CHICKEN & Logo	Indonesia	Registered	13274	07/27/95	383616	08/15/97	29
Churchs	CHURCHS FRIED CHICKEN & Rainbow 'C' design	Indonesia	Registered			317362	03/21/84	29
Churchs	CHURCHS TEXAS CHICKEN & Logo	Indonesia	Registered	22161	10/09/96	399489	10/15/97	42
Churchs	CHURCHS TEXAS CHICKEN & Logo	Indonesia	Registered	D96-22160	10/09/96	399490	10/15/97	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN	Indonesia	Registered			317363	03/21/84	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & Cowboy Design	Indonesia	Pending	D99-3390	03/09/99			29
Churchs	TEXAS CHICKEN & logo	Indonesia	Registered	13271	07/27/95	372857	10/31/96	42
Churchs	TEXAS CHICKEN (word mark)	Indonesia	Registered	13266	07/27/95	372858	10/31/96	42
Churchs	TEXAS CHICKEN logo	Indonesia	Pending	13270	07/27/95			29
Churchs	TEXAS CHICKEN word mark	Indonesia	Pending	13267	07/27/95			29
Churchs	TEXAS FRIED CHICKEN & Design	Indonesia	Registered	10126	09/30/93	328120	02/17/95	29
Churchs	RENYAHNYA NO. 1	Indonesia	Pending	J973710	03/05/97			42
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Indonesia	Pending	D00200108226-8279	04/20/01			29
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Indonesia	Pending	D0020018227-8280	04/20/01			42
Churchs	TEXAS CHICKEN (word mark)	Israel	Registered	116087	11/23/97	116087	07/06/00	29
Churchs	TEXAS CHICKEN (word mark)	Israel	Registered	116088	11/23/97	116088	07/06/00	42
Churchs	TEXAS CHICKEN Logo	Israel	Registered	116166	11/27/97	116166	10/11/99	29
Churchs	TEXAS CHICKEN Logo	Israel	Registered	116167	11/27/97	116167	10/11/99	42
Churchs	CHURCHS FRIED CHICKEN & rainbow 'C' design	Italy	Registered		10/28/81	442531	10/28/81	29 & 30
Churchs	CHURCH'S TEXAS FRIED CHICKEN & COWBOY DESIGN	Italy	Registered		28OC1981	442528	10/28/81	29, 30 & 42
Churchs	CHURCH'S CHICKEN	Jamaica	Pending	41731	12/26/01			29 & 42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Jamaica	Pending	41729	01/01/01			29 & 42
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Jamaica	Pending	41730	01/01/01			29 & 42
Churchs	CHURCH'S	Japan	Registered	5-083809	08/11/93	3325076	06/20/97	42
Churchs	CHURCH'S (in black script)	Japan	Registered	54-45685	06/14/79	2267657	09/21/90	32
Churchs	CHURCHS (word mark)	Japan	Registered	2000-11692	2/14/00	4456790	3/2/01	29 & 42
Churchs	CHURCHS CHICKEN & Logo	Japan	Registered	2000-11693	02/14/00	4414870	06/22/01	29 & 42
Churchs	CHURCH'S TEXAS FRIED CHICKEN w/COWBOY	Japan	Registered	88518/79	11/21/79	2389781	03/31/92	32
Churchs	TEXAS CHICKEN Logo	Japan	Registered	9-171937	10/27/97	4392456	06/16/00	29 & 42
Churchs	CHURCHS	Japan	Registered	2000-11692	14FE2000	4456790	03/02/01	29 & 42

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Churchs	Church's Chicken (Stylized)	Japan	Registered	2000-102897	09/20/00	4501641	08/24/01	29 & 42
Churchs	TEXAS CHICKEN	Japan	Pending	9-171936	10/27/97			29 & 42
Churchs	TEXAS CHICKEN (logo)	Jordan	Registered	35324	07/17/94	4714	07/17/94	30
Churchs	TEXAS CHICKEN (logo)	Jordan	Registered	35317	07/17/94	4737	07/17/94	16
Churchs	TEXAS CHICKEN (logo)	Jordan	Registered	35325	07/17/94	4853	07/17/94	29
Churchs	TEXAS CHICKEN (word mark)	Jordan	Registered	36155	07/17/94	5287	07/17/94	30
Churchs	TEXAS CHICKEN (word mark)	Jordan	Registered	36150	07/17/94	5702	07/17/94	29
Churchs	TEXAS CHICKEN	Jordan	Registered	36142	17JL1994	4389	07/17/94	16
Churchs	CHURCH'S CHICKEN	Kenya	Pending	52465	01/15/02			29
Churchs	CHURCH'S CHICKEN	Kenya	Pending	SMA/2766	01/15/02			42
Churchs	TEXAS CHICKEN & Logo (English)	Kuwait	Registered	37928	10/11/97	33095	10/10/97	42
Churchs	TEXAS CHICKEN (word mark)	Kuwait	Registered	37926	10/11/97	33094	03/18/01	42
Churchs	TEXAS CHICKEN (word mark)	Kuwait	Registered	37925	10/11/97	33562	03/18/01	29
Churchs	TEXAS CHICKEN in Arabic & Logo	Kuwait	Pending	42670	03/16/99			42
Churchs	TEXAS CHICKEN Logo (Arabic)	Kuwait	Pending	42669	03/16/99			29
Churchs	TEXAS CHICKEN Logo (English)	Kuwait	Registered	37927	10/11/97	33563	03/18/01	29
Churchs	TEXAS CHICKEN (word mark)	Lebanon	Pending	736/36720	06/17/95			29 & 42
Churchs	TEXAS CHICKEN logo	Lebanon	Registered	66169	06/17/95	66169	06/17/95	29 & 42
Churchs	TEXAS CHICKEN	Macau	Registered	14599-M	03/13/95	14599-M	03/04/96	29
Churchs	TEXAS CHICKEN	Macau	Registered	14600-M	03/13/95	14600-M	03/04/96	42
Churchs	TEXAS CHICKEN Logo	Macau	Registered	14601-M	03/13/95	14601-M	03/04/96	29
Churchs	TEXAS CHICKEN Logo	Macau	Registered	14602-M	03/13/95	14602-M	03/04/96	42
Churchs	CHURCH'S TEXAS FRIED CHICKEN & cowboy design	Malaysia	Registered			M/90922	06/08/91	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN	Malaysia	Pending	MA/1091/88	01/01/88			29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & COWBOY DESIGN	Malaysia	Registered		08JE1981	M90922	06/08/91	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN P/D	Malaysia	Pending	MA/1091/88				29
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Malaysia	Pending	2001/02405	02/27/01			42
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Malaysia	Pending	2001/02406	02/27/01			29
Churchs	TEXAS CHICKEN (logo)	Malta	Registered	24098	03/15/95	24098	12/15/95	29
Churchs	TEXAS CHICKEN (word mark)	Malta	Registered	24097	03/15/95	24097	12/15/95	29
Churchs	CHURCH'S	Mexico	Registered			322642	08/29/79	29
Churchs	CHURCHS CHICKEN & Logo	Mexico	Registered	223413	02/02/95	492349	05/23/95	29
Churchs	CHURCHS CHICKEN & Logo	Mexico	Registered	223414	02/02/95	499479	07/28/95	42
Churchs	CHURCHS FRIED CHICKEN & RAINBOW "C" LOGO	Mexico	Registered			211416	08/24/78	42
Churchs	CHURCH'S w/ RAINBOW 'C'	Mexico	Registered			204540	06/21/77	42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Mexico	Pending	485195	05/14/01			42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Mexico	Pending	485199	05/14/01			29
Churchs	CHURCH'S CHICKEN (STYLIZED)	Mexico	Pending	485200	05/14/01			30
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Mexico	Pending	485196	05/14/01			42

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Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Mexico	Pending	485197	05/14/01			30
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Mexico	Pending	485198	05/14/01			29
Churchs	TEXAS CHICKEN logo	Morocco/Casablanca	Registered	57059	07/07/95	57059	07/07/95	29 & 42
Churchs	TEXAS CHICKEN logo (in Arabic)	Morocco/Casablanca	Registered	57060	07/07/95	57060	07/07/95	29 & 42
Churchs	TEXAS CHICKEN SINCE 1952 and design	Morocco/Casablanca	Registered	77720	06/12/01	77720	06/12/01	29 & 42
Churchs	TEXAS CHICKEN logo	Morocco/Tangier	Registered	10507	07/05/95	10507	07/05/95	29 & 42
Churchs	TEXAS CHICKEN logo (in Arabic)	Morocco/Tangier	Registered	10506	07/05/95	10506	07/05/95	29 & 42
Churchs	Texas Chicken Since 1952 & Design	Morocco/Tangier	Registered	19311	04/11/01	19311	04/11/01	29 & 42
Churchs	CHURCH'S CHICKEN	Mozambique	Pending	5927/2002	02/14/02			29
Churchs	CHURCH'S CHICKEN	Mozambique	Pending	5928/2002	02/14/02			42
Churchs	CHURCH'S CHICKEN	Namibia	Pending	01/1391	12/12/01			29
Churchs	CHURCH'S CHICKEN	Namibia	Pending	01/1392	12/12/01			42
Churchs	CHURCHS	Netherlands Antilles	Registered	17854	11/13/93	17854	05/24/94	16 & 42
Churchs	CHURCH'S	Netherlands Antilles	Registered	18233	05/19/94	18233	11/09/94	29
Churchs	CHURCHS CHICKEN & Logo	Netherlands Antilles	Registered	21004	08/21/98	21004	10/19/98	16, 29, & 42
Churchs	CHURCHS (word mark)	New Zealand	Registered	283833	10/23/97	283833	11/10/98	29
Churchs	CHURCHS (word mark)	New Zealand	Registered	283834	10/23/97	283834	10/23/97	42
Churchs	CHURCHS CHICKEN & Logo	New Zealand	Registered	283835	10/23/97	283835	10/23/97	29
Churchs	CHURCHS CHICKEN & Logo	New Zealand	Registered	283836	10/23/97	283836	11/10/98	42
Churchs	CHURCHS	Nicaragua	Registered	98-00138	16JA1998	38962	10/09/98	
Churchs	CHURCHS (word mark)	Nicaragua	Registered	98-00140	01/16/98	39005CC	10/13/98	42
Churchs	CHURCHS (word mark)	Nicaragua	Registered	98-00139	01/16/98	390877CC	10/20/98	29
Churchs	CHURCH'S CHICKEN	Nigeria	Pending	TP.63036	12/18/01			29
Churchs	CHURCHS	Oman	Pending	9028	10/19/93			29
Churchs	CHURCHS	Oman	Pending	9029	10/19/93			42
Churchs	TEXAS CHICKEN (word mark)	Oman	Pending	13117	03/09/96			29
Churchs	TEXAS CHICKEN (word mark)	Oman	Pending	13118	03/09/96			42
Churchs	TEXAS FRIED CHICKEN Logo	Oman	Pending	9030	10/19/93			29
Churchs	TEXAS FRIED CHICKEN Logo	Oman	Pending	9031	10/19/93			42
Churchs	CHURCHS (word mark)	Panama	Registered	88238	06/17/97	88238	06/17/97	42
Churchs	CHURCHS (word mark)	Panama	Registered	88239	06/17/97	88239	06/17/97	29
Churchs	CHURCHS FRIED CHICKEN & rainbow " C " design	Panama	Registered			33324	11/30/83	29
Churchs	CHURCHS FRIED CHICKEN & rainbow " C " design	Panama	Registered			33451	02/10/84	42
Churchs	CHURCHS TEXAS FRIED CHICKEN (word mark)	Panama	Registered	95773	08/26/98	95773	08/26/98	29
Churchs	CHURCHS TEXAS FRIED CHICKEN (word mark)	Panama	Registered	95774	08/26/98	95774	08/26/98	42
Churchs	MASTER MERCHANT & Design	Panama	Registered			33285	11/30/83	42
Churchs	CHURCHS (word mark)	Papua New Guinea	Registered	A61132	05/28/98	A61132	05/28/98	29
Churchs	CHURCHS (word mark)	Papua New Guinea	Registered	A61133	05/28/98	A61133	05/28/98	42
Churchs	CHURCHS CHICKEN & Logo	Papua New Guinea	Registered	A61134	05/28/98	A61134	05/28/98	29

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Churchs	CHURCHS CHICKEN & Logo	Papua New Guinea	Registered	A61135	05/28/98	A61135	05/28/98	42
Churchs	CHURCHS (word mark)	Peru	Registered	43365	07/07/97	0158524-97	11/18/97	42
Churchs	CHURCHS (word mark)	Peru	Registered	43366	07/07/97	0158525-97	11/18/97	29
Churchs	CHURCH'S	Peru	Registered	130490	06/26/01	27160	09/19/01	42
Churchs	CHURCH'S	Peru	Registered	130491	06/26/01	75090	09/19/01	29
Churchs	CHURCH'S CHICKEN	Peru	Registered	130489	06/26/01	76386	11/15/01	29
Churchs	CHURCH'S CHICKEN	Peru	Registered	130496	06/26/01	27,671	11/15/01	42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Peru	Registered	130494	06/26/01	77136	12/18/01	42
Churchs	CHURCH'S CHICKEN (STYLIZED)	Peru	Registered	130495	06/26/01	77245	12/21/01	29
Churchs	CHURCH'S CHICKEN (STYLIZED)	Peru	Registered	130595	06/27/01	77137	12/18/01	30
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Peru	Registered	130492	06/26/01	28097	12/21/01	42
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Peru	Registered	130493	06/26/01	77244	12/21/01	29
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Peru	Registered	130594	06/27/01	77136	12/18/01	30
Churchs	TEXAS CHICKEN	Philippines	Pending	97980	01/27/95			29
Churchs	TEXAS CHICKEN	Philippines	Registered	97981	01/27/95	4-1995-100082	06/23/00	42
Churchs	TEXAS CHICKEN (logo)	Philippines	Pending	97978	01/27/95			29
Churchs	TEXAS CHICKEN (logo)	Philippines	Registered	97979	01/27/95	4-1995-100080	07/12/00	42
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Philippines	Pending	4-2001-001605	03/06/01			29 & 42
Churchs	TEXAS FRIED CHICKEN	Philippines	Pending	93891	07/15/94			42
Churchs	CHURCHS (word mark)□	Poland	Registered	Z-125390	09/30/93	86453	09/13/95	29 & 42
Churchs	TEXAS FRIED CHICKEN (in new logo)	Poland	Registered	Z-125392	09/30/93	86455	09/13/95	29 & 42
Churchs	BISCUIT HELADO (word mark)	Puerto Rico	Registered	41546	05/29/98	41546	05/29/98	42
Churchs	BISCUIT HELADO (word mark)	Puerto Rico	Registered	41553	05/29/00	41553	05/29/98	30
Churchs	CHURCHS (word mark)	Puerto Rico	Registered	none	07/31/96	38695	07/30/96	29
Churchs	CHURCHS (word mark)	Puerto Rico	Registered	none	07/31/96	38697	07/11/97	42
Churchs	CHURCHS CHICKEN & Logo	Puerto Rico	Pending	none	01/04/00			29
Churchs	CHURCHS CHICKEN & Logo	Puerto Rico	Pending	none	01/04/00			42
Churchs	EL TITAN SANDWICH (word mark)	Puerto Rico	Registered	none	01/01/01	41,555	05/29/98	30
Churchs	EL TITAN SANDWICH (word mark)	Puerto Rico	Registered	41554	05/29/98	41554	05/29/98	29
Churchs	EL TITAN SANDWICH (word mark)	Puerto Rico	Registered	41556	05/29/98	41556	05/29/98	42
Churchs	PANCHO SANDWICH (word mark)	Puerto Rico	Registered	43145	05/29/98	43145	05/29/98	42
Churchs	PANCHO SANDWICH (word mark)	Puerto Rico	Registered	43146	05/29/98	43146	05/29/98	30
Churchs	PANCHO SANDWICH (word mark)	Puerto Rico	Registered	43147	05/29/98	43147	05/29/98	29
Churchs	PECHU SANDWICH (word mark)	Puerto Rico	Registered	41519	05/29/98	41519	05/29/98	29
Churchs	PECHU SANDWICH (word mark)	Puerto Rico	Registered	41520	05/29/98	41520	05/29/98	42
Churchs	PECHU SANDWICH (word mark)	Puerto Rico	Registered	41521	05/29/98	41521	05/29/98	30
Churchs	PECHUGA MEJICANA (word mark)	Puerto Rico	Registered	41543	05/29/98	41543	05/29/98	30
Churchs	PECHUGA MEJICANA (word mark)	Puerto Rico	Registered	41544	05/29/98	41544	05/29/98	29
Churchs	PECHUGA MEJICANA (word mark)	Puerto Rico	Registered	41545	05/29/98	41545	05/29/98	42

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Churchs	PECHUGA MILANESA (word mark)	Puerto Rico	Registered	41548	05/29/98	41548	05/29/98	42
Churchs	PECHUGA MILANESA (word mark)	Puerto Rico	Registered	41549	05/29/98	41549	05/29/98	29
Churchs	PECHUGA MILANESA SANDWICH (word mark)	Puerto Rico	Registered	41547	05/29/98	41547	05/29/98	30
Churchs	PECHU-JR. (word mark)	Puerto Rico	Registered	41550	05/29/98	41550	05/29/98	29
Churchs	PECHU-JR. (word mark)	Puerto Rico	Registered	41551	05/29/98	41551	05/29/98	30
Churchs	PECHU-JR. (word mark)	Puerto Rico	Registered	41552	05/29/98	41552	05/29/98	42
Churchs	CHURCHS CHICKEN P/D	Puerto Rico	Pending	none	01/04/00			29
Churchs	CHURCHS CHICKEN P/D	Puerto Rico	Registered		04JA2000	47303	01/04/00	42
Churchs	El Titan Sandwich	Puerto Rico	Registered	41555	05/29/98	41555	05/29/98	30
Churchs	CHURCH'S TEXAS FRIED CHICKEN & Design	Sabah	Registered	S/28141	25JE1981	S/28141	06/26/88	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN w/cowboy design	Sarawak	Registered			23358	06/26/88	29
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Saudi Arabia	Pending	69776	03/11/01			42
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Saudi Arabia	Pending	69777	03/11/01			29
Churchs	CHURCH'S	Singapore	Registered	S/6220/93	08/14/93	6220/93	08/14/93	29
Churchs	CHURCH'S	Singapore	Registered	S/B3408/93	05/05/93	B3408/93	05/05/93	42
Churchs	CHURCH'S TEXAS FRIED CHICKEN P/D	Singapore	Registered	S/2366/81	06JA1981	S/2366/81	01/06/81	29
Churchs	CHURCHS (word mark)	Slovak Republic	Registered	POZ1811-93	10/07/93	178405	11/19/97	29 & 42
Churchs	Texas Fried Chicken Logo	Slovak Republic	Registered	POZ1810-93	10/07/93	178404	11/19/97	29 & 42
Churchs	CHURCHS (logo)	South Africa	Registered	96/14052	10/01/96	96/14052	10/02/96	29
Churchs	CHURCHS (logo)	South Africa	Registered	96/14053	10/01/96	96/14053	10/02/96	42
Churchs	CHURCHS FRIED CHICKEN & Rainbow " C " design	South Africa	Registered			B82/4468	06/15/92	42
Churchs	CHURCHS FRIED CHICKEN w/rainbow " C " design	South Africa	Registered			B82/4467	06/15/92	29
Churchs	CHURCHS TEXAS CHICKEN (logo)	South Africa	Registered	96/14054	10/01/96	96/14054	10/02/96	29
Churchs	CHURCHS TEXAS CHICKEN (logo)	South Africa	Registered	96/14055	10/02/96	96/14055	10/02/96	42
Churchs	CHURCH'S TEXAS FRIED CHICKEN & cowboy design	South Africa	Registered			B82/4469	06/15/92	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & Cowboy design	South Africa	Registered			B82/4470	06/15/92	42
Churchs	TEXAS CHICKEN (word mark)	South Africa	Pending	95/1668	12/14/95			42
Churchs	TEXAS CHICKEN logo	South Africa	Pending	95/16623	12/14/95			29
Churchs	TEXAS CHICKEN logo	South Africa	Pending	95/16624	12/14/95			42
Churchs	CHURCHS	South Africa	Pending	96/13986	10/01/96			29
Churchs	CHURCHS	South Africa	Pending	96/13987	10/01/96			42
Churchs	CHURCH'S CHICKEN	South Africa	Pending	2001/20595	12/05/01			29
Churchs	CHURCH'S CHICKEN	South Africa	Pending	2001/20596	12/05/01			42
Churchs	CHURCH'S CHICKEN (STYLIZED)	South Africa	Pending	2001/20593	12/05/01			29
Churchs	CHURCH'S CHICKEN (STYLIZED)	South Africa	Pending	2001/20594	12/05/01			42
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	South Africa	Pending	2001/20591	12/05/01			29
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	South Africa	Pending	2001/20592	12/05/01			42
Churchs	CHURCHS TEXAS CHICKEN	South Africa	Pending	96/13988	10/01/96			29
Churchs	CHURCHS TEXAS CHICKEN	South Africa	Pending	96/13989	10/01/96			42

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Churchs	TEXAS CHICKEN	South Africa	Pending	95/16621	12/14/95			29
Churchs	TEXAS CHICKEN	South Africa	Pending	95/16622	12/14/95			42
Churchs	CHURCH'S FRIED CHICKEN & logo	South Korea	Registered			82664	06/29/82	7
Churchs	CHURCHS FRIED CHICKEN & RAINBOW 'C' LOGO	South Korea	Registered	92-25		3332	09/14/92	112
Churchs	CHURCH'S TEXAS FRIED CHICKEN & logo	South Korea	Registered			83674	09/04/92	7
Churchs	CHURCH'S TEXAS FRIED CHICKEN & logo	South Korea	Registered	92-26		3333	09/14/92	112
Churchs	CHURCHS	St. Lucia	Registered	200 of 1997	02SE1997	200 of 1997	02/24/98	29
Churchs	CHURCHS	St. Lucia	Registered	201 of 1997	02SE1997	201 of 1997	02/24/98	42
Churchs	CHURCHS (word mark)	St. Lucia	Registered	200	09/02/97	200	02/24/98	29
Churchs	CHURCHS (word mark)	St. Lucia	Registered	201	09/02/97	201	02/24/98	42
Churchs	CHURCH'S CHICKEN	Swaziland	Pending	425/2001	12/14/01			29 & 42
Churchs	CHURCHS FRIED CHICKEN & rainbow "C" design	Switzerland	Registered			329885	05/03/83	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & design	Switzerland	Registered			329887	05/03/83	29
Churchs	MASTER MERCHANT & DESIGN	Switzerland	Registered			329888	05/03/83	29, 30 & 32
Churchs	THE PEOPLE'S CHOICE	Switzerland	Registered			329886	05/03/83	29
Churchs	American Church's Texas Fried Chicken (Chinese)	Taiwan	Pending	(86) 062046	12/08/97			42
Churchs	American Church's Texas Fried Chicken (Chinese)	Taiwan	Pending	(86) 062049	12/08/97			29
Churchs	American Texas Fried Chicken (Chinese)	Taiwan	Pending	(86) 062045	12/08/97			42
Churchs	American Texas Fried Chicken (Chinese)	Taiwan	Pending	(86) 062048	12/08/97			29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & COWBOY DESIGN	Taiwan	Registered			6548	01/15/82	7
Churchs	CHURCH'S W/CHINESE CHARAC & COWBOY	Taiwan	Registered			403849	06/16/88	19
Churchs	CHURCHS	Taiwan	Pending	(87) 14335	03/31/98			42
Churchs	CHURCHS (word mark)	Taiwan	Registered	(87) 14335	03/31/98	107130	02/01/99	42
Churchs	CHURCHS (word mark)	Taiwan	Registered	(87) 14336	03/31/98	839040	02/01/99	29
Churchs	CHURCH'S FRIED CHICKEN & RAINBOW "C"	Taiwan	Registered			6547	01/15/92	7
Churchs	CHURCH'S W/CHINESE CHARAC & COWBOY	Taiwan	Registered			25269	05/15/82	7
Churchs	CHURCH'S W/CHINESE CHARAC & COWBOY	Taiwan	Registered			395836	04/31/88	20
Churchs	CHURCH'S W/CHINESE CHARAC. & COWBOY	Taiwan	Registered			378094	10/01/87	27
Churchs	LITTLE RIDER LOGO II	Taiwan	Pending	970029045	04/03/98			42
Churchs	LITTLE RIDER LOGO II (Man on Toy Horse)	Taiwan	Pending	86-14513	03/26/97			28
Churchs	LITTLE RIDER LOGO III (Man Smiling)	Taiwan	Pending	86-14514	03/26/97			28
Churchs	LITTLE RIDER LOGO IV	Taiwan	Pending	970029049	04/03/97			30
Churchs	LITTLE RIDER LOGO IV	Taiwan	Pending	86-014515	03/26/97			28
Churchs	LITTLE RIDER TEXAS CHICKEN (in Chinese Characters color logo)	Taiwan	Pending	88-2986	01/01/88			42
Churchs	LITTLE RIDER TEXAS CHICKEN (in Chinese Characters color logo)	Taiwan	Pending	88-2994	01/01/88			28
Churchs	LITTLE RIDER TEXAS CHICKEN (in Chinese Characters color logo)	Taiwan	Registered	88 2988	01/25/99	887441	06/16/98	32

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Churchs	LITTLE RIDER TEXAS CHICKEN (in Chinese Characters w/doorway arch in b/w)	Taiwan	Pending	88-2987	01/01/88			42
Churchs	LITTLE RIDER TEXAS CHICKEN (in Chinese Characters w/doorway arch in b/w)	Taiwan	Pending	88-2996	01/01/88			28
Churchs	LITTLE RIDER TEXAS CHICKEN (in Chinese Characters w/doorway arch in b/w)	Taiwan	Registered	88 2989	01/25/99	887442	06/15/98	32
Churchs	LITTLE RIDER/TEXAS CHICKEN (composite in Chinese)	Taiwan	Registered	84008076	02/25/95	82513	04/16/96	42
Churchs	LITTLE RIDER/TEXAS CHICKEN (composite in Chinese)	Taiwan	Registered	84008075	02/24/95	703281	01/01/96	29
Churchs	LITTLE RIDER/TEXAS CHICKEN logo (in Chinese charac.)	Taiwan	Registered	84008079	02/24/95	82500	04/16/96	42
Churchs	LITTLE RIDER/TEXAS CHICKEN logo (in Chinese charac.)	Taiwan	Registered	84008077	02/24/95	709497	03/01/96	29
Churchs	TE "Star" AN (word mark)	Taiwan	Registered	(87) 14786	04/02/98	842188	02/28/99	29
Churchs	TEXAN	Taiwan	Registered	87-14783	04/02/98	115421	04/15/99	42
Churchs	TEXAN (word mark)	Taiwan	Registered	(87) 14784	04/02/98	842239	02/28/99	29
Churchs	TEXAN (word mark)	Taiwan	Registered	(87) 14783	04/02/98	S115421	09/16/99	42
Churchs	TEXAN stylized with Star design	Taiwan	Registered	87-14785	04/02/98	108925	04/15/99	42
Churchs	TEXAS CHICKEN & DOORWAY DESIGN W/ CHINESE CHARACTERS	Taiwan	Registered	(88) 2996	25JA1999	941937	03/16/01	28
Churchs	TEXAS CHICKEN (logo)	Taiwan	Registered	84008080	02/24/95	82514	04/16/96	42
Churchs	TEXAS CHICKEN (logo)	Taiwan	Registered	84008078	02/24/95	711408	03/16/96	29
Churchs	TEXAS CHICKEN (Word Mark in Chinese Characters)	Taiwan	Pending	88-2990	01/25/99			30
Churchs	TEXAS CHICKEN (Word Mark in Chinese Characters)	Taiwan	Pending	88-2991	01/01/88			30
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Taiwan	Pending	(90) 6032	02/26/01			42
Churchs	TEXAS CHICKEN SINCE 1952 P/D	Taiwan	Pending	(90) 6033	02/26/01			29
Churchs	Texas Fried Chicken (Chinese)	Taiwan	Pending	(86) 062044	12/08/97			42
Churchs	Texas Fried Chicken (Chinese)	Taiwan	Pending	(86) 062047	12/08/97			29
Churchs	CHURCHS TEXAS FRIED CHICKEN & cowboy design	Thailand	Registered	123155		80761	03/30/92	29
Churchs	CHURHS FRIED CHICKEN & RAINBOW "C" IN OVAL DSGN	Thailand	Registered			80762	03/30/92	29, 30 & 42
Churchs	CHURCHS (word mark)	Trinidad & Tobago	Pending	27574	10/09/97			29 & 42
Churchs	TEXAS CHICKEN	Tunisia	Registered	EE950359	03/14/95	EE950359	03/14/95	29 & 42
Churchs	TEXAS CHICKEN Logo	Tunisia	Registered	EE950358	03/14/95	EE950358	03/14/95	29 & 42
Churchs	TEXAS CHICKEN logo	UAE	Registered	1879	09/06/93	1386	02/16/95	29
Churchs	TEXAS CHICKEN logo	UAE	Registered	1880	09/06/93	1435	02/16/95	42
Churchs	TEXAS CHICKEN logo (in Arabic)	UAE	Registered	10731	05/23/95	16389	07/07/98	29
Churchs	TEXAS CHICKEN logo (in Arabic)	UAE	Registered	10732	05/25/95	16786	07/15/98	42
Churchs	TEXAS CHICKEN SINCE 1952 P/D	UAE	Pending	42865	06/10/01			29
Churchs	TEXAS CHICKEN SINCE 1952 P/D	UAE	Pending	42866	06/10/01			42
Churchs	CHURCH'S CHICKEN	Uganda	Pending	24531	12/19/01			29
Churchs	CFC & RAINBOW "C" DESIGN	United Kingdom	Registered			1157058	07/04/81	29
Churchs	CHURCH'S TEXAS FRIED CHICKEN & COWBOY DESIGN	United Kingdom	Registered		04JL1981	1157059	07/04/81	29

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Churchs	CHURCH'S CHICKEN (new script version)	United States	Pending	76/023257	04/11/00			29, 30 & 42
Churchs	CHURCH'S CHICKEN Since 1952 & Logo	United States	Pending	76/023277	04/11/00			29, 30 & 42
Churchs	CHURCH'S (script)	United States	Registered			815076	09/15/86	29
Churchs	CHURCH'S (script)	United States	Registered			815614	09/20/66	42
Churchs	CHURCHS (stylized letters)	United States	Registered	75/371341	10/10/97	2252753	06/15/99	29, 30 & 42
Churchs	CHURCHS (word mark)	United States	Registered	75/371170	10/10/97	2245601	05/18/99	29, 30 & 42
Churchs	CHURCH'S CHICKEN & BISCUITS w/design	United States	Registered			1311632	12/25/94	42
Churchs	CHURCH'S CHICKEN & design	United States	Registered	73660006	05/11/87	1471070	12/29/87	42
Churchs	CHURCHS CHICKEN & Logo	United States	Registered	74/412313	07/14/93	1915306	08/29/95	35 & 42
Churchs	CHURCHS CHICKEN (logo & doorway design)	United States	Registered	74/412312	07/14/93	1918270	09/12/95	35 & 42
Churchs	CHURCHS FOUR STAR TAKEOUT (design)	United States	Registered	75/309890	06/17/97	2257770	06/29/99	29 & 30
Churchs	CHURCHS FOUR STAR TAKEOUT (word mark)	United States	Registered	75/309891	06/17/97	2257771	06/29/99	29 & 30
Churchs	CHURCH'S FRIED CHICKEN	United States	Registered	73309389	05/08/81	1208752	09/14/82	29
Churchs	CHURCHS FRIED CHICKEN & rainbow 'C' design	United States	Registered	73308497	05/14/81	1195826	05/18/82	29
Churchs	CHURCH'S FRIED CHICKEN & rainbow 'C' design	United States	Registered			1052133	11/02/76	42
Churchs	CHURCH'S PECAN PIE & design	United States	Registered			1296650	09/18/84	30
Churchs	CRISPY NUGGETS	United States	Registered			1375297	12/10/85	29
Churchs	DAY OF DREAMS (word mark)	United States	Registered	75/213852	12/16/96	2125486	12/30/97	36 & 42
Churchs	FOUR STAR TAKEOUT (design)	United States	Registered	75/309888	06/17/97	2257768	06/29/99	29 & 30
Churchs	FOUR STAR TAKEOUT (word mark)	United States	Registered	75/309889	06/17/97	2257769	06/29/99	29 & 30
Churchs	GOTTA LOVE IT	United States	Registered	75/213651	12/16/96	2125482	12/30/97	42
Churchs	JALAPENO CHEESE BOMBERS	United States	Registered	75/037580	12/27/95	2054436	04/22/97	29
Churchs	MUCHO'S	United States	Registered	74/694161	06/26/95	1981047	06/18/96	42
Churchs	MUCHO'S logo	United States	Registered	74/694162	06/26/95	1982487	06/25/96	42
Churchs	SOUTHERN OVEN	United States	Registered	75/552002	09/10/98	2406959	11/21/00	29, 30 & 42
Churchs	SOUTHERN OVEN COMFORT FOODS BY CHURCHS & Design	United States	Registered	75/551701	09/10/98	2406958	11/21/00	29, 30 & 42
Churchs	SPICY SPRINKLE	United States	Registered			1517337	12/20/88	30
Churchs	TENDER STRIPS	United States	Registered	75/904303	01/27/00	2542246	02/26/02	29
Churchs	TENDER STRIPS	United States	Registered	74/179241		1747962	01/19/93	29
Churchs	TEXAS CHICKEN (logo)	United States	Registered	74/567619	08/30/94	1966275	04/09/96	29 & 42
Churchs	TEXAS CHICKEN (word mark)	United States	Registered	74/567620	08/30/94	1992427	08/13/96	29 & 42
Churchs	TEXAS FRIED CHICKEN	United States	Registered	74/034896	03/02/90	1655131	08/27/91	42
Churchs	VALUE LOVERS MENU	United States	Registered	74/536768	06/13/94	1906145	07/18/95	42
Churchs	VALUE LOVERS MENU & design	United States	Registered	74/536662	06/13/94	1944736	12/26/95	42
Churchs	BIG PIECES, LITTLE PRICES	United States	Pending	76/234515	04/02/01			29
Churchs	CHURCHIE P/D	United States	Registered	71/370059	08SE1970	924852	11/30/71	42
Churchs	CHURCHIE P/D	United States	Registered	72/426922	12JE1972	977895	01/29/74	42
Churchs	Full Flavor	United States	Pending	78/119303	4/3/02			29, 30 & 43
Churchs	Full Flavor & design	United States	Pending	78/119311	4/3/02			29, 30 & 43

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Churchs	Full Life	United States	Pending	78/119295	4/3/02			29, 30 & 43
Churchs	Full Life & design	United States	Pending	78/119304	4/3/02			29, 30 & 43
Churchs	Full Pockets	United States	Pending	78/119301	4/3/02			29, 30 & 43
Churchs	Full Pockets & design	United States	Pending	78/119306	4/3/02			29, 30 & 43
Churchs	HOT LEGS	United States	Pending	76/176849	12/04/00			29
Churchs	Jalaketchupeno	United States	Pending	78/116279	3/20/02			30
Churchs	KRISPY TENDER STRIPS	United States	Pending	78/063959	05/16/01			29
Churchs	Llena de Sabor	United States	Pending	78/120252	4/8/02			29, 30 & 43
Churchs	Llena de Sabor & design	United States	Pending	78/121423	4/12/02			29, 30 & 43
Churchs	Llena la Vida	United States	Pending	78/120248	4/8/02			29, 30 & 43
Churchs	Llena la Vida & design	United States	Pending	78/121427	4/12/02			29, 30 & 43
Churchs	Llena los Bolsillos	United States	Pending	78/120254	4/8/02			29, 30 & 43
Churchs	Llena los Bolsillos & design	United States	Pending	78/121429	4/12/02			29, 30 & 43
Churchs	Wing Shakers & design	United States	Pending	78/119313	4/3/02			29
Churchs	CHURCHS	Venezuela	Pending	18961-98	10/16/98			42
Churchs	CHURCHS	Venezuela	Pending	18962-98	10/16/98			29
Churchs	CHURCH'S CHICKEN	Venezuela	Pending	471-2001	01/11/01			29
Churchs	CHURCH'S CHICKEN	Venezuela	Pending	472-2001	01/11/01			30
Churchs	CHURCH'S CHICKEN	Venezuela	Pending	473-2001	01/11/01			42
Churchs	CHURCHS CHICKEN & Logo	Venezuela	Pending	18959-98	10/16/98			42
Churchs	CHURCHS CHICKEN & Logo	Venezuela	Pending	18960-98	10/16/98			29
Churchs	CHURCH'S CHICKEN (STYLIZED)	Venezuela	Pending	474-2001	01/11/01			29
Churchs	CHURCH'S CHICKEN (STYLIZED)	Venezuela	Pending	475-2001	01/11/01			30
Churchs	CHURCH'S CHICKEN (STYLIZED)	Venezuela	Pending	476-2001	01/11/01			42
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Venezuela	Pending	477-2001	01/11/01			29
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Venezuela	Pending	478-2001	01/11/01			30
Churchs	CHURCH'S CHICKEN SINCE 1952 P/D	Venezuela	Pending	479-2001	01/11/01			42
Churchs	CHURCH'S FRIED CHICKEN & C DESIGN	Venezuela	Registered			19526-D	12/05/85	50
Churchs	CHURCH'S TEXAS FRIED CHICKEN & COWBOY DESIGN	Venezuela	Registered			19683-D	02/18/86	50
Churchs	CHURCH'S w/rainbow "C" design	Venezuela	Registered	10442/82	11/30/82	19665-D	02/18/86	50 & 42
Churchs	CHURCHS (TEXAS CHICKEN/logo)	Vietnam	Registered	30810	09/24/96	25839	12/03/97	29 & 42
Churchs	TEXAS CHICKEN (word mark)	Vietnam	Registered	22 111	03/18/95	18 565	10/19/95	29 & 42
Churchs	TEXAS CHICKEN logo	Vietnam	Registered	N-4182/94	11/23/94	17267	11/23/94	29 & 42
Churchs	TEXAS CHICKEN (word mark)	West Bank	Pending	3655	07/31/95			29
Churchs	TEXAS CHICKEN logo	West Bank	Pending	3656	07/31/95			29
Churchs	CHURCH'S CHICKEN	Zambia	Pending	789/2001	12/19/01			29
Churchs	CHURCH'S CHICKEN	Zimbabwe	Pending	1328/2001	12/17/01			29
Churchs	CHURCH'S CHICKEN	Zimbabwe	Pending	1329/2001	12/17/01			42
Cinnabon	CINNABON (word mark)	Argentina	Pending	2224560	06/17/99			30

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
Cinnabon	CINNABON (word mark)	Argentina	Pending	2224561	06/17/99			42
Cinnabon	CARAMEL PECANBON (word mark)	Australia	Registered			751375	12/18/97	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Australia	Registered	621314	01/27/94	621314	05/26/95	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Australia	Registered			A621313	01/27/94	30
Cinnabon	MAKARA (word mark)	Australia	Registered	751374	12/18/97	751374	08/10/98	30
Cinnabon	MINIBON (word mark)	Australia	Registered			746618	05/11/98	30
Cinnabon	MINIBON DELIGHT (word mark)	Australia	Registered			746621	05/06/98	30
Cinnabon	MOCHALATTA CHILL (word mark)	Australia	Registered	751372	12/18/97	751372	12/18/97	30
Cinnabon	RUBYMOON (word mark)	Australia	Registered	751373	12/18/97	751373	08/10/98	30
Cinnabon	VAREVA (word mark)	Australia	Registered	751371	12/18/97	751371	08/10/98	32
Cinnabon	CINNABON	Australia	Registered	461478	11MR1987	A461470	03/11/87	42
Cinnabon	CINNABON	Australia	Registered	461471	11MR1987	A461471	03/11/87	30
Cinnabon	CINNABON & Three Swirl Design	Australia	Registered	461472	11MR1987	A461472	06/13/89	42
Cinnabon	CINNABON & Three Swirl Design	Australia	Registered	461473	11MR1987	A461473	03/11/87	30
Cinnabon	Cinnabon World Famous Cinnamon	Australia	Registered	849184	09/06/00	849184	09/03/01	30, 35 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & THREE-SWIRL DESIGN	Australia	Registered	621313	27JA1994	621313	11/07/95	30
Cinnabon	CINNABON (word mark)	Austria	Registered			146109	03/01/93	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Austria	Registered			153485	07/14/94	30 & 42
Cinnabon	CARAMEL PECANBON	Bahamas	Pending	24101	08/14/01			42
Cinnabon	CINNABON	Bahamas	Pending	24108	08/14/01			39
Cinnabon	CINNABON	Bahamas	Pending	24109	08/14/01			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Bahamas	Pending	24106	08/14/01			39
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Bahamas	Pending	24107	08/14/01			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Bahamas	Pending	24111	08/14/01			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Bahamas	Pending	24112	08/14/01			39
Cinnabon	MAKARA	Bahamas	Pending	24103	08/14/01			42
Cinnabon	MINIBON	Bahamas	Pending	24100	08/14/01			42
Cinnabon	MOCHALATTA CHILL	Bahamas	Pending	24102	08/14/01			42
Cinnabon	RUBYMOON	Bahamas	Pending	24110	08/14/01			42
Cinnabon	VAREVA	Bahamas	Pending	24099	08/14/01			42
Cinnabon	WORLD FAMOUS CINNAMON ROLLS	Bahamas	Pending	24104	08/14/01			39
Cinnabon	WORLD FAMOUS CINNAMON ROLLS	Bahamas	Pending	24105	08/14/01			42
Cinnabon	CINNABON	Bahrain	Pending	836/99	05/11/99			30
Cinnabon	CINNABON (word mark)	Bahrain	Registered	837/99	05/11/99	SM 3108	01/01/01	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Bahrain	Pending	838/99	05/11/99			30

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Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Bahrain	Registered	839/99	11MY1999	SM 3109	05/11/99	42
Cinnabon	CINNABON	Benelux	Pending	975348	10/12/00			30 & 42
Cinnabon	CINNABON (word mark)	Benelux	Registered			586610	11/04/96	30 & 42
Cinnabon	CINNABON (word mark)	Bolivia	Registered	SM-0121-99	01/15/99	78370-C	01/01/01	30
Cinnabon	CINNABON (word mark)	Bolivia	Registered	SM-0122-99	01/15/99	78371-C	01/01/01	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Bolivia	Registered	SM-0123-99	01/15/99	78365-C	01/01/01	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Bolivia	Registered	SM-0120-99	01/15/99	78702-C	01/01/01	30
Cinnabon	CARAMEL PECANBON (word mark)	Brazil	Pending	820541621	01/30/98			-32.1
Cinnabon	CINNABON (word mark)	Brazil	Registered	819169242	04/08/96	819169242	11/10/98	-40.15
Cinnabon	CINNABON (word mark)	Brazil	Registered	819169250	04/08/96	819169250	10/16/01	-32.1
Cinnabon	MAKARA (word mark)	Brazil	Registered	820541672	01/30/98	820541672	08/08/00	30
Cinnabon	MINIBON (word mark)	Brazil	Pending	820346314	10/29/97			-32.1
Cinnabon	MINIBON DELIGHT (word mark)	Brazil	Pending	820346039	10/29/97			-32.1
Cinnabon	MOCHALLATA CHILL (word mark)	Brazil	Pending	820541630	01/30/98			-35.1
Cinnabon	RUBYMOON (word mark)	Brazil	Registered	820541648	01/30/98	820541648	09/18/00	-30.1
Cinnabon	VAREVA	Brazil	Pending	820541664	01/30/98			35.1
Cinnabon	BERRYBON (word mark)	Canada	Registered	882778	06/26/98	513175	07/23/99	
Cinnabon	CARAMEL PECANBON (word mark)	Canada	Pending	860841	11/07/97			
Cinnabon	CINNABON & Design (3-Swirls)	Canada	Registered			346959	10/21/88	
Cinnabon	CINNABON (word mark)	Canada	Registered			346708	10/14/88	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Canada	Registered	1006414	02/24/99	532469	09/11/00	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	Canada	Pending	734696	08/10/98			
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Canada	Pending	734783	08/12/93			
Cinnabon	ICECAPES (word mark)	Canada	Pending	882776	06/26/98			
Cinnabon	ICESCAPE	Canada	Pending	1106090	06/13/01			
Cinnabon	MAKARA (word mark)	Canada	Registered			437339	12/23/94	
Cinnabon	MINIBON (word mark)	Canada	Registered	860843	11/07/97	513468	07/28/99	
Cinnabon	MINIBON DELIGHT (word mark)	Canada	Registered	860839	11/07/97	523516	02/22/00	
Cinnabon	MOCHALATTA CHILL (word mark)	Canada	Registered			438927	02/10/95	
Cinnabon	PEAK-SEASON FRUIT FRESHLY SQUEEZED VAREVA JUICE & Design	Canada	Registered	767058	10/24/94	533798	09/28/00	
Cinnabon	RUBYMOON (word mark)	Canada	Registered			437320	12/23/94	
Cinnabon	RUBYMOON FRESH ROAST ALL ARABICA COFFEE & Design	Canada	Registered			462158	08/30/96	
Cinnabon	VAREVA (word mark)	Canada	Registered			465058	10/25/96	

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
Cinnabon	CINNABON (word mark)	Chile	Registered	289792	10/27/94	451761	10/18/95	29, 30 & 31
Cinnabon	CINNABON (word mark)	Chile	Registered	289793	10/27/94	451762	10/18/95	28, 29 &30
Cinnabon	CINNABON	Chile	Pending	496.957	08/11/00			42
Cinnabon	CINNABON	Chile	Registered	289792	10/27/94	451761	10/18/95	29, 30 & 31
Cinnabon	CINNABON	Chile	Registered	466675	11/09/99	570607	06/23/00	30
Cinnabon	CINNABON ROLLS	Chile	Registered	466676	11/09/99	570608	06/23/00	30
Cinnabon	CARAMEL PECANBON (word mark)	China	Registered	9800002562	01/09/98	1319407	09/28/99	30
Cinnabon	CINNABON	China	Registered	970074886	07/21/97	1211570	09/28/98	32
Cinnabon	CINNABON (word mark)	China	Registered			1096263	09/07/97	30
Cinnabon	CINNABON (word mark)	China	Registered			1117969	10/07/97	42
Cinnabon	CINNABON (word mark)	China	Registered	970074885	07/21/97	1225320	11/21/98	29
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	China	Registered			1119210	10/14/97	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	China	Registered			1119820	10/14/97	42
Cinnabon	MAKARA (word mark)	China	Registered	9800002564	01/09/98	1278882	05/27/99	30
Cinnabon	MINIBON (word mark)	China	Registered	9700119926	11/12/97	1261497	04/07/99	30
Cinnabon	MINIBON DELIGHT (word mark)	China	Registered	9700119925	11/12/97	1261498	04/07/99	30
Cinnabon	MOCHALATTA CHILL (word mark)	China	Registered	9800002561	01/09/98	1276623	05/21/99	29
Cinnabon	RUBYMOON (word mark)	China	Registered	9800002565	01/09/98	1278881	05/21/99	30
Cinnabon	VAREVA (word mark)	China	Registered	9800002563	01/09/98	1282043	06/07/99	30
Cinnabon	CINNABON	Colombia	Pending	99-005916	02/03/99			30
Cinnabon	CINNABON (word mark)	Colombia	Registered	99-05915	02/03/99	226490	10/27/99	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Colombia	Registered	99-05913	02/03/99	226218	10/27/99	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Colombia	Registered	99-05914	02/03/99	226489	10/27/99	42
Cinnabon	CINNABON	Czech Republic	Registered	0-148403-99	11/02/99	234089	06/25/01	30, 39 & 42
Cinnabon	CINNABON	Denmark	Registered	04852/1999	11/23/99	03627/2000	08/07/00	30, 40 & 42
Cinnabon	CINNABON (word mark)	Dominican Republic	Registered	38430	09/23/99	108234	11/15/99	57
Cinnabon	CINNABON (word mark)	Dominican Republic	Registered	38411	09/23/99	110114	10/30/99	70
Cinnabon	CINNABON (word mark)	Ecuador	Registered	94143	02/17/99	37-00	01/02/01	42
Cinnabon	CINNABON (word mark)	Ecuador	Registered	94142	02/17/99	74-00	01/31/00	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Ecuador	Registered	94145	02/17/99	38-00	02/01/00	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Ecuador	Registered	94144	02/17/99	75-00	01/31/00	30
Cinnabon	CINNABON (word mark)	Egypt	Pending	121463	02/22/99			30
Cinnabon	CINNABON (word mark)	Egypt	Pending	121464	02/22/99			42

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Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Egypt	Pending	121465	02/22/99			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Egypt	Pending	121466	02/22/99			42
Cinnabon	CARAMEL PECANBON (word mark)	European Community	Registered	706606	12/18/97	706606	09/15/99	30
Cinnabon	CINNABON (word mark)	European Community	Pending	158790	04/01/96			30 & 42
Cinnabon	MAKARA (European Community)	European Community	Registered	706549	12/18/97	706549	02/09/00	30
Cinnabon	MINIBON (word mark)	European Community	Pending	661249	10/23/97			30
Cinnabon	MOCHALATTA CHILL (word mark)	European Community	Registered	709600	12/18/97	709600	09/22/99	30
Cinnabon	RUBYMOON (word mark)	European Community	Registered	706341	12/18/97	706341	01/01/99	30
Cinnabon	VAREVA (word mark)	European Community	Registered	706309	12/18/97	706309	09/22/99	32
Cinnabon	CINNABON (word mark)	Finland	Registered	T199903420	04/01/96	216827	02/15/00	30, 40 & 42
Cinnabon	CINNABON (word mark)	France	Registered			92422087	11/20/92	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	France	Registered			94503725	09/02/94	30 & 42
Cinnabon	CINNABON (word mark)	Germany	Registered			2029101	01/29/93	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Germany	Registered			2091421	01/31/94	30 & 42
Cinnabon	CINNABON	Greece	Pending	99	12/21/00			30 & 42
Cinnabon	CARAMEL PECANBON	Guatemala	Registered	7334	08/29/00	109562	04/10/01	30
Cinnabon	CINNABON	Guatemala	Registered	7332-00	08/31/00			42
Cinnabon	CINNABON	Guatemala	Pending	10201-2000	11/22/00			
Cinnabon	CINNABON	Guatemala	Pending	1385-90				30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Guatemala	Pending	7459-00	08/29/00	112,872	09/13/01	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Guatemala	Pending	10199-2000	11/22/00			
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Guatemala	Pending	7461-00	08/31/00			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Guatemala	Registered	7459	08/29/00	112872	09/13/01	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS and design	Guatemala	Pending	7463-00	08/31/00	112,871	09/13/01	30
Cinnabon	MAKARA	Guatemala	Registered	2000-07337	29AU2000	109557	04/10/01	30
Cinnabon	MINIBON	Guatemala	Pending	8700-2000	10/10/00			30
Cinnabon	Mochalatta Chill	Guatemala	Registered	2000/07336	08/29/00	109529	04/10/01	30
Cinnabon	Rubymoon (Word Mark)	Guatemala	Registered	2000/07333	08/29/00	109542	04/10/01	30
Cinnabon	Rubymoon Fresh Roast All Arabica Coffee and Design	Guatemala	Registered	7335-00	08/29/00	109405	04/08/01	30
Cinnabon	VAREVA	Guatemala	Registered	7338-00	08/29/00	107590	03/21/01	32
Cinnabon	CARAMEL PECANBON	Hong Kong	Registered	18249/97	12/27/97	B3497/1999	03/19/99	30
Cinnabon	CINNABON	Hong Kong	Registered	9605492	08MY1996	06017/97	05/30/97	30
Cinnabon	CINNABON & One-Swirl Design	Hong Kong	Registered	5490/1996	05/08/96	1990/1999	02/23/99	30
Cinnabon	CINNABON & One-Swirl Design	Hong Kong	Registered	5491/1996	05/08/96	1991/1999	02/23/99	42
Cinnabon	CINNABON (word mark)	Hong Kong	Registered			4208	05/05/98	29

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Cinnabon	CINNABON (word mark)	Hong Kong	Registered			4209	05/05/98	32
Cinnabon	CINNABON (word mark)	Hong Kong	Registered			8901	09/02/98	42
Cinnabon	MAKARA	Hong Kong	Registered	18247/97	12/27/97	11199/1998	10/30/98	30
Cinnabon	MINIBON (word mark)	Hong Kong	Registered	97/15012	05/13/97	587/2000	05/13/97	30
Cinnabon	MINIBON DELIGHT (word mark)	Hong Kong	Registered	15013/97	10/18/97	588/2000	05/13/97	30
Cinnabon	MOCHALATTA CHILL	Hong Kong	Registered	18248/97	12/27/97	B3019/1999	03/12/99	30
Cinnabon	RUBYMOON	Hong Kong	Registered	18250/97	12/27/97	11200/1998	10/30/98	30
Cinnabon	VAREVA	Hong Kong	Registered	18246/97	12/27/97	11198/1998	10/30/98	32
Cinnabon	CINNABON	Hungary	Registered	M9801296	07AP1998	158198	09/29/99	16, 30, 35 & 42
Cinnabon	CARAMEL PECANBON (word mark)	Indonesia	Registered	D98-3132	02/26/98	437470	01/31/00	30
Cinnabon	CINNABON (word mark)	Indonesia	Registered	J96 15041	07/18/96	388933	07/18/96	42
Cinnabon	CINNABON (word mark)	Indonesia	Registered	D97 16665	08/11/97	419309	11/25/98	29
Cinnabon	CINNABON (word mark)	Indonesia	Registered	D97 16664	08/11/97	421511	01/07/99	32
Cinnabon	CINNABON World Famous Cinnamon Rolls and Three Swirl Design	Indonesia	Registered	346123	06/14/94	346123	09/19/95	30
Cinnabon	MAKARA (word mark)	Indonesia	Registered	D98-3133	02/26/98	437471	01/31/00	30
Cinnabon	MINIBON (word mark)	Indonesia	Registered	D97 24521	11/11/97	426993	03/30/99	30
Cinnabon	MINIBON DELIGHT (word mark)	Indonesia	Registered	D97 24520	11/24/97	426776	03/30/99	30
Cinnabon	MOCHALATTA CHILL (word mark)	Indonesia	Registered	D98-3604	03/04/98	433999	10/29/99	30
Cinnabon	RUBYMOON (word mark)	Indonesia	Registered	D98-3135	02/26/98	427472	01/01/00	30
Cinnabon	VAREVA (word mark)	Indonesia	Registered	D98-3134	02/26/98	437505	02/01/00	32
Cinnabon	CINNABON	Ireland	Registered	96/6569	04/01/96	218458	10/05/01	30, 35 & 42
Cinnabon	CINNABON (word mark)	Italy	Pending	RM99C006418	12/15/99			30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three Swirl Design	Italy	Pending	RM2001C005470	09/28/01			30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Italy	Registered			686649	09/18/96	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS P/D	Italy	Pending	RM2001C005469	09/28/01			30 & 42
Cinnabon	CARAMEL PECANBON (word mark)	Japan	Registered	1998-1	01/05/98	4296207	07/16/99	30
Cinnabon	CINNABON & Design (3-Swirls)	Japan	Registered			2125283	03/27/89	30
Cinnabon	CINNABON (word mark)	Japan	Registered			2074317	08/29/88	30
Cinnabon	CINNABON (word mark)	Japan	Registered			3155803	05/31/96	42
Cinnabon	CINNABON (word mark)	Japan	Registered	1997-116306	05/14/97	4225879	12/25/98	29 & 32
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Japan	Registered	1999-50396	06/09/99	4386626	05/26/00	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Japan	Registered			3224592	11/29/96	30

TRADEMARK
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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Japan	Registered			3350436	10/03/97	42
Cinnabon	MAKARA (word mark)	Japan	Registered	1998-2	01/05/98	4272138	05/14/99	30
Cinnabon	MINIBON (word mark)	Japan	Registered	1997-173423	11/05/97	4296190	07/16/99	30
Cinnabon	MINIBON DELIGHT (word mark)	Japan	Registered	1997-173424	11/05/97	4296191	01/01/99	30
Cinnabon	MOCHALATTA CHILL (word mark)	Japan	Registered	1998-3	01/05/98	4413376	09/01/00	29 & 30
Cinnabon	RUBYMOON (word mark)	Japan	Registered	1998-4	01/05/98	4272139	05/14/99	30
Cinnabon	VAREVA (word mark)	Japan	Registered	1998-5	01/05/98	4272140	05/14/99	32
Cinnabon	CINNABON (word mark)	Jordan	Registered	53552	05/18/99	53552	08/27/00	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Jordan	Registered	55274	05/30/99	55274	05/30/99	30
Cinnabon	CINNABON	Jordan	Pending	none	03/26/02			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Jordan	Pending	none	03/26/02			42
Cinnabon	CINNABON (word mark)	Kuwait	Pending	43578	07/07/99			30
Cinnabon	CINNABON (word mark)	Kuwait	Pending	43579	07/07/99			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Kuwait	Pending	45713	02/15/00			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Kuwait	Pending	45714	02/15/00			42
Cinnabon	CINNABON (word mark)	Lebanon	Registered	482601/3040	02/01/99	78712	02/01/99	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Lebanon	Registered	482602/3042	02/01/99	78713	02/01/99	30 & 42
Cinnabon	CARAMEL PECANBON (word mark)	Macau	Registered	2937	12/19/97	2937	07/03/98	30
Cinnabon	CINNABON	Macau	Registered	1881	06MY1997	N/001881	11/07/97	30
Cinnabon	CINNABON	Macau	Registered	1882	06MY1997	N/001882	11/07/97	32
Cinnabon	CINNABON	Macau	Registered	1884	06MY1997	N/011884	11/07/97	29
Cinnabon	CINNABON (word mark)	Macau	Registered	1883	05/06/97	1883	04/06/00	42
Cinnabon	MAKARA (word mark)	Macau	Registered	2938	12/19/97	2938	07/03/98	30
Cinnabon	MINIBON (word mark)	Macau	Registered	2653	10/20/97	2653	04/02/98	30
Cinnabon	MINIBON DELIGHT (word mark)	Macau	Registered	2654	10/20/97	2654	04/02/98	30
Cinnabon	MOCHALATTA CHILL (word mark)	Macau	Registered	2039	12/19/97	2939	07/03/98	30
Cinnabon	RUBYMOON (word mark)	Macau	Registered	2940	12/19/97	2940	07/03/98	30
Cinnabon	VAREVA (word mark)	Macau	Registered	2941	12/19/97	2941	07/03/98	32
Cinnabon	CARAMEL PECANBON	Malaysia	Pending	98/00388	01/10/98			30
Cinnabon	CINNABON	Malaysia	Pending	96/07950	07/18/96			30
Cinnabon	CINNABON (word mark)	Malaysia	Pending	97/09696	07/16/97			32
Cinnabon	CINNABON (word mark)	Malaysia	Registered	96/07948	07/18/96	96/007948	07/18/98	16
Cinnabon	CINNABON (word mark)	Malaysia	Registered	97/09695	07/16/97	97/009695	07/16/97	29
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Malaysia	Pending	99/12717	12/14/99			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	Malaysia	Pending	96/07949	07/18/96			16
Cinnabon	MAKARA (word mark)	Malaysia	Registered	98-00391	01/10/98	98000391	01/10/98	30

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Brand	Mark	Country	Status	App. #	App. Date	Reg. #	Reg. Date	Class
Cinnabon	MINIBON (word mark)	Malaysia	Registered	97-16367	11/14/97	97016367	11/14/97	30
Cinnabon	MINIBON DELIGHT (word mark)	Malaysia	Registered	97/16368	11/14/97	97016368	11/14/97	30
Cinnabon	MOCHALATTA CHILL (word mark)	Malaysia	Pending	98-00392	01/10/98			30
Cinnabon	RUBYMOON (word mark)	Malaysia	Registered	98-00390	01/10/98	98000390	07/20/01	30
Cinnabon	VAREVA	Malaysia	Pending	98/00389	01/10/98			32
Cinnabon	VAREVA (word mark)	Malaysia	Pending	98-00389	01/10/98			32
Cinnabon	BERRYBON (word mark)	Mexico	Registered	337931	06/30/98	592066	10/30/98	30
Cinnabon	CARAMEL PECANBON (word mark)	Mexico	Registered			567787	12/19/97	30
Cinnabon	CARAMEL PECANBON (word mark)	Mexico	Registered	366822	03/10/99	641956	02/22/00	30
Cinnabon	CINNABON (word mark)	Mexico	Registered	138418	04/24/92	435042	06/01/93	42
Cinnabon	CINNABON (word mark)	Mexico	Registered			434381	04/20/93	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	Mexico	Registered			452030	09/01/93	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	Mexico	Registered			489167	04/25/95	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Mexico	Registered			452031	02/10/94	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Mexico	Registered			489166	04/25/95	30
Cinnabon	FRESH SQUEEZED FLASH FROZEN FANTASTIC VAREVA JUICE & Design	Mexico	Registered			488216	04/24/95	32
Cinnabon	ICECAPES (word mark)	Mexico	Registered	337932	06/30/98	592067	10/30/98	29
Cinnabon	MAKARA (word mark)	Mexico	Registered			447143	11/24/93	30
Cinnabon	MINIBON (word mark)	Mexico	Registered	313537	11/07/97	572939	03/26/98	30
Cinnabon	MINIBON DELIGHT (word mark)	Mexico	Registered			572938	03/26/98	30
Cinnabon	MOCHALATTA CHILL (word mark)	Mexico	Registered			433515	04/22/93	30
Cinnabon	PECANOVA	Mexico	Registered	175745	08/18/93	479846	11/21/94	30
Cinnabon	RUBYMOON (word mark)	Mexico	Registered			445440	10/29/93	30
Cinnabon	RUBYMOON FRESH ROAST ALL ARABICA COFFEE & Design	Mexico	Registered			445439	10/29/93	30
Cinnabon	SWIRL Design	Mexico	Registered			452032	02/10/94	42
Cinnabon	VAREVA (word mark)	Mexico	Registered			480159	11/22/94	32
Cinnabon	CINNABON	New Zealand	Registered		18NO1987	176035	11/18/98	30
Cinnabon	CINNABON (word mark)	Oman	Pending	19243	12/19/98			30
Cinnabon	CINNABON (word mark)	Oman	Pending	19244	12/19/98			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Oman	Pending	19245	12/19/98			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Oman	Pending	19246	12/19/98			42
Cinnabon	CINNABON	Panama	Registered	102369	20AU1999	102369	08/20/01	30
Cinnabon	CINNABON (word mark)	Panama	Pending	102639	08/20/99			30
Cinnabon	CINNABON (word mark)	Panama	Registered	102368	08/20/99	102368	08/20/99	42

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Brand	Mark	Country	Status	Appl.	App Date	Reg.	Reg Date	Class
Cinnabon	CINNABON (word mark)	Paraguay	Registered	9927350	12/03/99	226372	07/05/00	42
Cinnabon	CINNABON (word mark)	Paraguay	Registered	9927351	12/03/99	226373	07/05/00	30
Cinnabon	CINNABON (word mark)	Peru	Registered	78941	02/10/99	17821	05/18/99	42
Cinnabon	CINNABON (word mark)	Peru	Registered	77558	01/18/99	54947	05/17/99	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Peru	Registered	78976	02/10/99	17866	05/24/99	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Peru	Registered	77559	01/18/99	77559	05/18/99	30
Cinnabon	CARAMEL PECANBON (word mark)	Philippines	Pending	127402	12/19/97			30
Cinnabon	CHOCOBON	Philippines	Pending	4-2001-0003032	04/30/01			30
Cinnabon	CINNABON (Mark Purchased from Wilson Chu)	Philippines	Registered	104838	12/27/95	4-1995-107172	07/19/00	30
Cinnabon	CINNABON (word mark)	Philippines	Pending	110731	08/19/96			30
Cinnabon	CINNABON (word mark)	Philippines	Pending	110732	08/19/96			42
Cinnabon	CINNABON (word mark)	Philippines	Pending	120317	05/02/97			29
Cinnabon	CINNABON (word mark)	Philippines	Pending	120318	05/02/97			32
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	Philippines	Pending	110729	08/19/96			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	Philippines	Pending	110730	08/19/96			42
Cinnabon	MAKARA (word mark)	Philippines	Pending	127405	12/19/87			30
Cinnabon	MINIBON	Philippines	Pending	125751	10/16/97			30
Cinnabon	MINIBON (word mark)	Philippines	Pending	1255751	10/16/97			30
Cinnabon	MINIBON DELIGHT (word mark)	Philippines	Pending	125752	10/16/97			30
Cinnabon	MOCHALATTA CHILL (word mark)	Philippines	Pending	127403	12/19/97			30
Cinnabon	RUBYMOON (word mark)	Philippines	Pending	127404	12/19/97			30
Cinnabon	VAREVA (word mark)	Philippines	Pending	127416	12/19/97			32
Cinnabon	CINNABON	Poland	Pending	Z-203009	06/08/99			30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Poland	Pending	Z-203008	06/08/99			30 & 42
Cinnabon	CINNABON (word mark)	Portugal	Registered	341711	12/03/99	341711	04/19/01	30 & 42
Cinnabon	CINNABON (word mark)	Puerto Rico	Registered		07/16/99	45896	07/16/99	42
Cinnabon	CINNABON (word mark)	Puerto Rico	Registered		07/16/99	45897	07/16/99	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Puerto Rico	Registered		07/16/99	45929	07/16/99	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Puerto Rico	Registered		16JL1999	45930	07/16/99	30
Cinnabon	CINNABON	Qatar	Pending	19817	12/14/98			30
Cinnabon	CINNABON	Qatar	Pending	19818	12/14/98			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Qatar	Pending	19864	12/26/98			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Qatar	Pending	19865	12/26/98			42

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
Cinnabon	CINNABON (word mark)	Russia	Registered	97706997	05/19/97	167502	08/28/98	29, 30, 32 & 42
Cinnabon	CINNABON	Saudi Arabia	Registered	48938	21AP1999	531/52	04/21/99	30
Cinnabon	CINNABON (word mark)	Saudi Arabia	Pending	38938	04/21/99			30
Cinnabon	CINNABON (word mark)	Saudi Arabia	Registered	48937	04/21/99	531/58	01/01/01	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Saudi Arabia	Registered	48935	04/21/99	531/50	01/01/01	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Saudi Arabia	Registered	48936	04/21/99	531/51	01/01/01	30
Cinnabon	CARAMEL PECANBON	Singapore	Registered	T98/00562J	01/21/98	T98/00562J	01/21/98	30
Cinnabon	CINNABON	Singapore	Registered	2994/92	24AP1992	T92/02994C	09/29/94	30
Cinnabon	CINNABON	Singapore	Registered	2995/92	24AP1992	T92/02995A	04/24/92	42
Cinnabon	CINNABON (word mark)	Singapore	Registered	T97/05613B	05/15/97	T97/05613B	05/15/97	29
Cinnabon	CINNABON (word mark)	Singapore	Registered	5614/97	05/15/97	T97/05614J	05/15/97	32
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Singapore	Registered	T99/05225H	05/21/99	T99/05225H	05/21/99	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Singapore	Pending	T99/05224Z	05/21/99			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three Swirl Design	Singapore	Registered	803/94	01/28/94	T94/00803Z	01/28/94	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Singapore	Registered	804/94	01/28/94	T94/00804H	07/29/93	30
Cinnabon	MAKARA (word mark)	Singapore	Registered	558/98	01/21/98	T98/00558B	01/01/00	30
Cinnabon	MINIBON	Singapore	Registered	T97/12878H	10/20/97	T97/12878H	05/13/97	30
Cinnabon	MINIBON DELIGHT (word mark)	Singapore	Registered	12879/97	10/20/97	T97/12879F	05/13/97	30
Cinnabon	MOCHALATTA CHILL (word mark)	Singapore	Registered	T98/00559J	01/21/98	T98/00559J	01/01/00	30
Cinnabon	RUBYMOON (word mark)	Singapore	Registered	560/98	01/21/98	T98/00560D	01/21/98	30
Cinnabon	VAREVA	Singapore	Pending	T98/00561B	01/21/98			32
Cinnabon	CARAMEL PECANBON	South Africa	Pending	2001/00606	01/12/01			30
Cinnabon	CINNABON	South Africa	Pending	2001/00604	01/12/01			30
Cinnabon	CINNABON	South Africa	Pending	2001/00605	01/12/01			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	South Africa	Pending	2001/00607	01/12/01			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	South Africa	Pending	2001/00608	01/12/01			42
Cinnabon	Cinnabon World Famous Cinnamon Rolls & Logo	South Africa	Pending	2001-00609	01/01/01			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS P/D	South Africa	Pending	2001/00609	01/12/01			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS P/D	South Africa	Pending	2001/00610	01/12/01			42
Cinnabon	Makara	South Africa	Pending	2001-00613	01/01/01			30
Cinnabon	MAKARA	South Africa	Pending	2001/00613	01/12/01			30
Cinnabon	Minibon	South Africa	Pending	2001-00615	01/01/01			30
Cinnabon	MINIBON	South Africa	Pending	2001/00615	01/12/01			30
Cinnabon	Minibon Delight	South Africa	Pending	2001/00616	01/01/01			30
Cinnabon	Mochalatta Chill	South Africa	Pending	2001-00617	01/01/01			30

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Brand	Mark	Country	Status	App.	App. Date	Reg. #	Reg. Date	Class
Cinnabon	MOCHALATTA CHILL	South Africa	Pending	2001/00617	01/12/01			30
Cinnabon	RUBYMOON	South Africa	Pending	2001/00618	01/12/01			30
Cinnabon	RUBYMOON FRESH ROAST ALL ARABICA COFFEE P/D	South Africa	Pending	2001/00619	01/12/01			30
Cinnabon	VAREVA	South Africa	Pending	2001/00614	01/12/01			32
Cinnabon	WORLD FAMOUS CINNAMON ROLLS	South Africa	Pending	2001/00611	01/12/01			30
Cinnabon	WORLD FAMOUS CINNAMON ROLLS	South Africa	Pending	2001/00612	01/12/01			42
Cinnabon	CARAMEL PECANBON (word mark)	South Korea	Registered	97-58408	12/23/97	447479	05/08/99	-3
Cinnabon	CINNABON (word mark)	South Korea	Registered			21460	09/13/93	-112
Cinnabon	CINNABON (word mark)	South Korea	Registered			264497	05/27/93	-3
Cinnabon	CINNABON (word mark)	South Korea	Registered	97-19996	05/02/97	425618	10/20/98	-7
Cinnabon	CINNABON (word mark)	South Korea	Registered	97-19995	05/02/97	433621	12/15/98	-57
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	South Korea	Registered			27019	05/22/95	-112
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	South Korea	Registered			306172	01/18/95	-5
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	South Korea	Registered			310233	03/22/95	-3
Cinnabon	MAKARA (word mark)	South Korea	Registered	97-58409	12/23/97	437246	01/07/99	30
Cinnabon	MINIBON (word mark)	South Korea	Registered	97-48803	10/20/97	422703	12/15/98	-3
Cinnabon	MINIBON DELIGHT (word mark)	South Korea	Registered	97-48804	10/20/97	433704	12/15/98	-3
Cinnabon	MOCHALATTA CHILL (word mark)	South Korea	Registered	97-58410	12/23/97	446297	04/15/99	-5
Cinnabon	RUBYMOON (word mark)	South Korea	Registered	97-58411	12/23/98	437245	01/07/99	-5
Cinnabon	VAREVA (word mark)	South Korea	Registered	97-58412	12/23/97	438134	01/16/99	-5
Cinnabon	CINNABON (word mark)	Sweden	Registered	98-08122	12/14/99	336591	04/14/00	30, 40 & 42
Cinnabon	CINNABON	Switzerland	Registered	02139/2001	28FE2001	488.195	02/28/01	30
Cinnabon	CINNABON (word mark)	Switzerland	Registered			397602	04/23/92	30
Cinnabon	CINNABON CARAMEL PECANBON (word mark)	Switzerland	Registered	10229/1997	12/20/97	455749	10/28/98	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Switzerland	Registered			420851	01/27/94	30, 32 & 42
Cinnabon	MAKARA (word mark)	Switzerland	Registered			452057	06/08/98	30
Cinnabon	MINIBON	Switzerland	Pending	08358/1997	10/20/97			30
Cinnabon	MINIBON DELIGHT (word mark)	Switzerland	Pending	08359/1997	10/20/97			30
Cinnabon	MOCHALATTA CHILL (word mark)	Switzerland	Registered			453653	08/10/98	30
Cinnabon	RUBYMOON (word mark)	Switzerland	Registered	10232/1997	12/20/97	451870	05/27/98	30
Cinnabon	VAREVA (word mark)	Switzerland	Registered			451871	05/27/98	32
Cinnabon	CARAMEL PECANBON (word mark)	Taiwan	Registered	86-64839	12/24/97	840996	02/16/99	30
Cinnabon	CINNABON (word mark)	Taiwan	Registered			64498	06/01/93	-7
Cinnabon	CINNABON (word mark)	Taiwan	Registered			580771	01/01/93	-24
Cinnabon	CINNABON (word mark)	Taiwan	Registered	86-22727	05/07/97	801603	01/01/95	32

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Brand	Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class
Cinnabon	CINNABON (word mark)	Taiwan	Registered	86-22726	05/07/97	827787	12/31/94	29
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Taiwan	Registered	(88) 029093	06/14/99	130600	10/16/00	35
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Taiwan	Registered	(88) 026826	06/02/99	139124	06/01/93	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	Taiwan	Registered	(88) 029088	06/14/99	894933	12/31/92	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Taiwan	Registered			75080	06/01/95	-7
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Taiwan	Registered			659633	11/01/94	-24
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Taiwan	Registered			665351	01/01/95	-19
Cinnabon	MAKARA (word mark)	Taiwan	Pending	86-64840	12/24/97			30
Cinnabon	MINIBON (word mark)	Taiwan	Registered	(86) 54655	10/23/97	829657	12/01/98	30
Cinnabon	MINIBON DELIGHT (word mark)	Taiwan	Registered	(86) 54656	10/23/97	829757	12/01/98	30
Cinnabon	MOCHALATTA CHILL	Taiwan	Registered	86/64841	24DE1997	827723	11/16/98	30
Cinnabon	MOCHALATTA CHILL (word mark)	Taiwan	Pending	86-64841	12/24/97			30
Cinnabon	RUBYMOON (word mark)	Taiwan	Registered	86-64842	12/24/97	818361	09/16/98	30
Cinnabon	VAREVA (word mark)	Taiwan	Registered	86-64843	12/24/97	823618	10/16/98	32
Cinnabon	CARAMEL PECANBON (word mark)	Thailand	Registered	355997	03/11/98	Kor94349	03/11/98	30
Cinnabon	CINNABON	Thailand	Registered	230674	13JL1992	Kor364	07/13/92	42
Cinnabon	CINNABON	Thailand	Registered	230673	13JL1992	Kor9581	07/13/92	30
Cinnabon	CINNABON (word mark)	Thailand	Registered			9581	07/13/92	30
Cinnabon	CINNABON (word mark)	Thailand	Registered	341057	08/13/97	Kor108677	08/13/97	32
Cinnabon	CINNABON (word mark)	Thailand	Registered	341056	08/13/97	Kor97480	08/13/97	29
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLL & Design (New Logo)	Thailand	Registered	413474	03/07/00	2/23/010	02/23/01	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLL & Design (New Logo)	Thailand	Registered	413475	03/07/00	Kor13118	07/17/01	42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	Thailand	Registered			26054	04/27/94	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & THREE-SWIRL DESIGN	Thailand	Registered	264004	27AP1994	Kor26054	04/27/94	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & THREE-SWIRL DESIGN	Thailand	Registered	264005	27AP1994	Kor3015	04/27/94	42
Cinnabon	MAKARA (word mark)	Thailand	Registered	355481	03/04/98	Kor92050	05/21/99	30
Cinnabon	MINIBON (word mark)	Thailand	Registered	348679	11/13/97	Kor89879	04/23/99	30
Cinnabon	MINIBON DELIGHT (word mark)	Thailand	Registered	348680	11/13/97	Kor114685	01/01/99	30

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Cinnabon	RUBYMOON (word mark)	Thailand	Registered	352940	01/22/98	KOR85213	01/22/98	30
Cinnabon	VAREVA (word mark)	Thailand	Registered	352941	01/22/98	Kor82910	01/22/98	32
Cinnabon	CARAMEL PECANBON	Turkey	Pending	2000/20698	09/28/00			30
Cinnabon	CINNABON	Turkey	Pending	2000/20697	09/28/00			30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS	Turkey	Pending	2000/20705	09/28/00			30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Turkey	Pending	2000/20704	09/28/00			30 & 42
Cinnabon	MAKARA	Turkey	Pending	2000/20703	09/28/00			30
Cinnabon	MINIBON	Turkey	Pending	2000/21405	10/06/00			30
Cinnabon	MOCHALATTA CHILL	Turkey	Pending	2000/20700	09/28/00			30
Cinnabon	RUBYMOON	Turkey	Pending	2000/20701	09/28/00			30
Cinnabon	RUBYMOON FRESH ROAST ALL ARABICA COFFEE P/D	Turkey	Pending	2000/20702	09/28/00			30
Cinnabon	VAREVA	Turkey	Pending	2000/20699	09/28/00			32
Cinnabon	WORLD FAMOUS CINNAMON ROLLS	Turkey	Pending	2000/20706	09/28/00			30 & 42
Cinnabon	CINNABON	UAE	Registered	30707	06AP1999	27914	07/10/01	42
Cinnabon	CINNABON (word mark)	UAE	Registered	30706	04/06/99	24096	03/12/00	30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	UAE	Pending	30708	04/06/99			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	UAE	Pending	30709	04/06/99			42
Cinnabon	CINNABON (word mark)	United Kingdom	Registered	1498068	04/21/92	1498068	07/23/93	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Three-Swirl Design	United Kingdom	Registered			1560647	03/03/95	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	United Kingdom	Registered	2200676	06/19/99	2200676	06/19/99	30 & 42
Cinnabon	BERRYBON (word mark)	United States	Registered	75/481352	05/07/98	2294766	11/23/99	30
Cinnabon	CARAMEL FROSTED APPLEBON plus design	United States	Registered	75/820616	10/12/99	2405968	11/21/00	30
Cinnabon	CARAMEL PECANBON (word mark)	United States	Registered	75/400407	12/05/97	2199951	10/27/98	30
Cinnabon	CINNABON & Design (3-Swirls)	United States	Registered	591337	04/03/86	1426734	01/27/87	30 & 42
Cinnabon	CINNABON (word mark)	United States	Registered	73/591336	04/03/86	1424169	01/06/87	30 & 42
Cinnabon	CINNABON (word mark)	United States	Registered	75/279353	04/22/97	2137495	02/17/98	29, 30 & 32
Cinnabon	CINNABON (word mark)	United States	Pending	78/095775	11/29/01			3, 4, 5, 9, 11, 16, 21, 24, 25 & 28
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Design (New Logo)	United States	Registered	75/647375	02/24/99	2304346	12/28/99	30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	United States	Registered	75/975700	07/29/93	2056372	04/22/97	30, 32 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & One-Swirl Design	United States	Registered	74/419412	07/29/93	2095424	09/09/97	29
Cinnabon	ICESCAPE (word mark)	United States	Registered	75/481329	05/07/98	2291593	11/09/99	29
Cinnabon	MAKARA (word mark)	United States	Registered	74/418259	07/27/93	1921083	09/19/95	30

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Cinnabon	MINIBON (word mark)	United States	Registered	75/291070	05/13/97	2147818	03/31/98	30
Cinnabon	MINIBON DELIGHT (word mark)	United States	Registered	75/291055	05/13/97	2259857	01/01/99	30
Cinnabon	MOCHALATTA CHILL (word mark)	United States	Registered	74/061,605	05/22/90	1657550	09/17/91	30
Cinnabon	PEAK-SEASON FRUIT FRESHLY SQUEEZED VAEVA JUICE & Design	United States	Registered	74/515350	04/22/94	1964593	03/26/96	32
Cinnabon	RUBYMOON (word mark)	United States	Registered	74/347937	01/12/93	1791795	09/07/93	30
Cinnabon	VAREVA (word mark)	United States	Registered	74/519280	04/22/94	1921121	09/19/95	32
Cinnabon	VAREVA JUICE & Design	United States	Registered	74/734364	09/26/95	2042923	03/11/97	32
Cinnabon	WORLD FAMOUS CINNAMON ROLLS (word mark)	United States	Registered	74/734,362	09/26/95	2029844	01/14/97	30 & 42
Cinnabon	APPLEBON	United States	Pending	76/141112	10/05/00			
Cinnabon	BAKING YOURS FRESH RIGHT NOW	United States	Pending	76/204336	02/05/01			42
Cinnabon	CHOCOLATEBON	United States	Pending	76/234319	04/02/01			30
Cinnabon	CINNABON STIX	United States	Registered	76/203003	02/01/01	2,536,265	02/05/02	30
Cinnabon	HARVESTBON	United States	Pending	76/299149	08/09/01			30 & 42
Cinnabon	RUBYMOON FRESH ROAST ALL ARABICA COFFEE P/D	United States	Pending	75/806104	09/22/99			30
Cinnabon	SUPREMESTIX	United States	Pending	78/082503	09/04/01			30
Cinnabon	THE ULTIMATE COMFORT FOOD	United States	Pending	78/127461	05/10/02			30 & 43
Cinnabon	CINNABON (word mark)	Uruguay	Registered	320282	02/02/00	320282	08/29/00	30 & 42
Cinnabon	CINABON (word mark)	Venezuela	Pending	4792-95	04/05/98			30
Cinnabon	CINNABON	Venezuela	Pending	23706-98	12/23/98			30
Cinnabon	CINNABON	Venezuela	Pending	23707-98	12/23/98			42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Venezuela	Pending	23708-98	12/23/98			30
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Venezuela	Pending	23709-98	12/23/98			42
Cinnabon	CARAMEL PECANBON (word mark)	Vietnam	Registered	4723/97	12/24/97	30976	05/17/99	30
Cinnabon	CINNABON (word mark)	Vietnam	Registered	2792/97	07/18/97	29168	12/30/98	29, 30 & 42
Cinnabon	CINNABON WORLD FAMOUS CINNAMON ROLLS & Logo	Vietnam	Pending	N992136	08/05/99			30, 35 & 42
Cinnabon	MAKARA (word mark)	Vietnam	Registered	4722/97	12/24/97	30975	05/17/99	30
Cinnabon	MINIBON (word mark)	Vietnam	Registered	N-4003/97	10/27/97	30148	03/15/99	30
Cinnabon	MINIBON DELIGHT (word mark)	Vietnam	Registered	N-4004/97	10/27/97	30149	03/15/99	30
Cinnabon	MOCHALATTA CHILL (word mark)	Vietnam	Registered	36855	12/24/97	33260	02/16/00	30
Cinnabon	RUBYMOON (word mark)	Vietnam	Registered	4720/97	12/24/97	30974	05/17/99	30
Cinnabon	VAREVA (word mark)	Vietnam	Registered	4719/97	12/24/97	30973	05/17/99	32
Popeyes	POPEYES (word mark)	Antigua	Registered		01/21/98	2062	02/19/01	42
Popeyes	POPEYES Palladium Logo	Antigua	Registered	99179283	02/27/98	5328	04/18/00	42
Popeyes	POPEYES (word mark)	Argentina	Pending	2140586	03/26/98			29
Popeyes	POPEYES (word mark)	Argentina	Pending	2140587	03/26/98			42
Popeyes	POPEYES (Word Mark)	Aruba	Registered	93/100111	10/01/93	16483	01/14/94	29 & 42
Popeyes	POPEYES & Palladium Logo	Australia	Registered	828691	03/22/00	828691	03/22/00	29 & 42
Popeyes	POPEYES (dancing letters)	Australia	Registered	A503835	01/31/89	A503835	01/31/89	29

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Brand	Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class
Popeyes	POPEYES (dancing letters)	Australia	Registered	A503836	01/31/89	A503836	01/31/89	30
Popeyes	POPEYES (word mark)	Australia	Registered	828692	03/22/00	828692	03/22/00	29 & 42
Popeyes	POPEYES (word mark)	Australia	Registered	A298633	07/15/76	A298633	07/15/76	32
Popeyes	POPEYES CHICKEN & BISCUITS and Palladium design	Austria	Registered	AM 2632/97	05/15/97	172635	11/18/97	42
Popeyes	POPEYES (word mark)	Bahamas	Registered	8470	07/21/76	8470	07/21/76	42
Popeyes	POPEYES (word mark)	Bahamas	Registered	19726	06/25/97	19726	03/13/98	29
Popeyes	POPEYES (dancing letters)	Bahrain	Registered	202/88	03/30/88	588	03/30/93	42
Popeyes	POPEYES (dancing letters)	Bahrain	Registered	201/88	03/30/88	11536	03/30/88	29
Popeyes	POPEYES	Bahrain	Pending	1132/2001	06/06/01			29
Popeyes	POPEYES	Bahrain	Pending	1133/2001	06/06/01			42
Popeyes	POPEYES (dancing letters)	Benelux	Registered	698505	06/05/87	429572	06/05/87	42
Popeyes	POPEYES (word mark)	Benelux	Registered	614846	08/04/76	340729	08/04/76	29
Popeyes	POPEYES (dancing letters)	Bermuda	Registered	9643	06/24/82	9643	06/24/82	30
Popeyes	POPEYES (dancing letters)	Bermuda	Registered	9706	05/03/82	9706	05/03/82	29
Popeyes	POPEYES (word mark)	Bermuda	Registered	9705	02/24/82	9705	02/24/82	29
Popeyes	POPEYES (word mark)	Bolivia	Registered	7072	05/15/97	68974	11/23/98	42
Popeyes	POPEYES (word mark)	Bolivia	Registered	7073	05/15/97	68975	11/23/98	29
Popeyes	POPEYES Palladium Logo	Bolivia	Registered	7076	05/15/97	68994	11/23/98	42
Popeyes	POPEYES Palladium Logo	Bolivia	Registered	78258	05/15/97	68995	11/23/98	29
Popeyes	POPEYES (word mark)	Bophuthatswana	Pending	92/0039	01/08/92			29
Popeyes	POPEYES (word mark)	Bophuthatswana	Pending	92/0040	01/08/92			30
Popeyes	POPEYES (word mark)	Bophuthatswana	Pending	92/0041	01/08/92			42
Popeyes	POPEYES (word mark)	Bophuthatswana	Registered	76/3299	06/29/76	76/3299	06/29/86	29
Popeyes	POPEYES (palladium design/frango & biscuits)	Brazil	Registered	819423068	08/15/96	819423068	09/19/01	38.6
Popeyes	POPEYES (word mark)	Brazil	Pending	820024813	08/19/97			29
Popeyes	POPEYES (word mark)	Brazil	Registered	31780	07/12/76	6658610	03/25/78	38.6
Popeyes	POPEYES FRANGO & BISCUITS and Palladium Logo	Brazil	Pending	820024791	08/19/97			29
Popeyes	DESIGN OF BUILDING	Canada	Registered	319712		319712	10/17/86	42
Popeyes	IT'S A GREAT NEW TASTE	Canada	Registered	315283		315283	06/13/86	
Popeyes	LOVE THAT CHICKEN!	Canada	Registered	500870	03/24/83	315225	06/13/86	
Popeyes	ORIGINAL NEW ORLEANS FLAVOR	Canada	Registered	500869	03/24/83	315281	06/13/86	
Popeyes	PAL-PAK	Canada	Registered	315282		315282	06/13/86	
Popeyes	POPEYES (dancing letters)	Canada	Registered	498404	02/04/83	363165	11/10/89	42 & 29
Popeyes	POPEYES (Palladium logo)	Canada	Registered	810135	04/17/96	TMA511805	05/13/99	29 & 42
Popeyes	POPEYES (word mark)	Canada	Registered	363983		363983	02/12/88	42 & 29
Popeyes	POPEYES (word mark)	Canada	Registered	499668	03/01/83	336983	02/12/88	29, 30, 31 & 4
Popeyes	POPEYES CAJUN FRIED CHICKEN*	Canada	Registered	535203	01/22/85	349807	01/06/89	42 & 29
Popeyes	POPEYES FAMOUS FRIED CHICKEN*	Canada	Registered	500876	03/24/83	391883	12/20/91	42 & 29

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Popeyes	Popeyes SIGN DESIGN	Canada	Registered	329721		329721	07/10/87	
Popeyes	POPEYES (word mark)	Chile	Pending	381.647	06/26/97			42
Popeyes	POPEYES (word mark)	Chile	Registered	381.646	06/26/97	508318	03/25/98	29
Popeyes	POPEYES Palladium Logo	Chile	Pending	381.649	06/26/97			42
Popeyes	POPEYES Palladium Logo	Chile	Registered	381.648	06/26/97	508319	03/25/98	29
Popeyes	POPEYES (word mark)	Chile	Pending	381647	06/26/97			42
Popeyes	POPEYES CHICKEN & BISCUITS & Palladium Design	Chile	Pending	381649	06/26/97			42
Popeyes	POPEYES & Palladium logo (in Chinese - Pai Pai Sze)	China	Pending	9800108344	09/22/98			42
Popeyes	POPEYES & Palladium logo (in Chinese - Pai Pai Sze)	China	Registered	9800108343	09/22/98	1366627	02/21/00	29
Popeyes	POPEYES (Chinese Charac.)	China	Registered	95029456	03/21/95	931831	01/14/97	42
Popeyes	POPEYES (Chinese Word Mark/Uncle Group Chicken)	China	Registered	960096471	08/23/96	1091140	08/28/97	29
Popeyes	POPEYES (Chinese Word Mark/Uncle Group Chicken)	China	Registered	960096472	08/23/96	1109344	09/21/97	42
Popeyes	POPEYES (in Chinese characters)	China	Registered			919293	12/21/96	29
Popeyes	POPEYES (Palladium logo/Chinese/Uncle Group Chicken)	China	Registered	960096473	08/23/96	1091139	08/28/97	29
Popeyes	POPEYES (Palladium/Chinese/Uncle Group Chicken)	China	Registered	960096474	08/23/96	1109345	09/21/97	42
Popeyes	POPEYES (word mark in Chinese - Pai Pai Sze)	China	Registered	9800108345	09/22/98	1359165	01/01/00	29
Popeyes	POPEYES (word mark in Chinese - Pai Pai Sze)	China	Registered	9800108346	09/22/98	1369991	01/01/00	42
Popeyes	POPEYES (word mark)	China	Registered	93/101282	10/20/93	746285	05/21/95	29
Popeyes	POPEYES (word mark)	China	Registered	93/092432	09/28/93	776871	01/28/95	42
Popeyes	POPEYES	Colombia	Registered	98068745	23NO1998	12307	12/29/98	42
Popeyes	POPEYES (word mark)	Colombia	Registered	98068746	11/23/98	12319	12/29/98	42
Popeyes	POPEYES (word mark)	Colombia	Registered	97049589	08/27/97	221194	05/26/99	29
Popeyes	POPEYES (word mark)	Colombia	Registered	97049590	08/27/97	232814	02/16/01	42
Popeyes	POPEYES and Palladium Logo	Colombia	Pending	97049591	08/27/97			29
Popeyes	POPEYES and Sign Design	Colombia	Registered	159363		104652	11/14/83	42
Popeyes	POPEYES and Sign Design	Colombia	Registered	233153		117811	08/27/87	29
Popeyes	POPEYES and Sign Design	Colombia	Registered	233154	06/05/84	117812	08/27/87	30
Popeyes	POPEYES Palladium Logo	Colombia	Registered	97049592	08/27/97	232813	02/16/01	42
Popeyes	POPEYES (word mark)	Costa Rica	Registered	64617	01/28/88	69289	11/21/88	30
Popeyes	POPEYES (word mark)	Costa Rica	Registered	65601	01/28/88	70426	08/09/89	29
Popeyes	POPEYES	Costa Rica	Pending	1997/5957	08/20/97			
Popeyes	POPEYES (word mark) - commercial name	Costa Rica	Pending	n/a	08/20/97			
Popeyes	POPEYES	Cuba	Registered			111597	05/27/81	29
Popeyes	POPEYES (Word Mark)	Cyprus	Registered	43982	11/18/95	43982	11/28/95	29
Popeyes	POPEYES (Word Mark)	Cyprus	Registered	43983	11/18/95	43983	11/28/95	42
Popeyes	POPEYES w/banner logo	Cyprus	Registered	43984	11/18/95	43984	11/28/95	29
Popeyes	POPEYES w/banner logo	Cyprus	Registered	43985	11/18/95	43985	11/28/95	42
Popeyes	POPEYES (word mark)	Czech Republic	Registered	83254/93	10/04/93	192696	08/21/96	29 & 42
Popeyes	POPEYES (word mark)	Dominican Republic	Registered			26048	02/23/77	53

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Brand	Mark	Country	Status	Application	Appl. Date	Reg. #	Reg. Date	Class
Popeyes	POPEYES (word mark)	Dominican Republic	Registered			26049	02/23/77	54
Popeyes	POPEYES (word mark)	Ecuador	Registered	24060	02/05/91	3120-91	12/16/91	29
Popeyes	POPEYES (word mark)	Ecuador	Registered	24059	02/05/91	411-91	12/16/91	42
Popeyes	POPEYES (doorway logo w/Arabic)	Egypt	Pending	96666	07/25/95			29
Popeyes	POPEYES (doorway logo w/Arabic)	Egypt	Pending	96667	07/25/95			42
Popeyes	POPEYES (Palladium logo/Arabic)	Egypt	Pending	96668	07/25/95			29
Popeyes	POPEYES (Palladium logo/Arabic)	Egypt	Pending	96669	07/25/95			42
Popeyes	POPEYES (word mark in Arabic)	Egypt	Pending	96664	07/25/95			29
Popeyes	POPEYES (word mark in Arabic)	Egypt	Pending	96665	07/25/95			42
Popeyes	POPEYES (word mark)	Egypt	Pending	96695	07/26/95			42
Popeyes	POPEYES (word mark)	Egypt	Registered	60183	02/10/82	60183	08/24/88	29
Popeyes	POPEYES	El Salvador	Pending	7576/98	12/18/97			42
Popeyes	POPEYES	El Salvador	Registered		03JL1997	246	08/21/98	
Popeyes	POPEYES (dancing letters)	El Salvador	Registered	248	06/16/93	223	12/05/97	42
Popeyes	POPEYES (word mark)	El Salvador	Pending	7576.98	12/18/97			42
Popeyes	POPEYES (word mark)	El Salvador	Registered	7581.98	12/18/97	141	07/23/99	29
Popeyes	POPEYES Palladium Logo	El Salvador	Registered	7583.98	12/18/97	48	05/31/01	42
Popeyes	POPEYES Palladium Logo	El Salvador	Registered	7582.98	12/18/97	73	01/08/01	29
Popeyes	POPEYES (word mark)	European Community	Registered	171280	04/01/96	171280	04/01/96	29 & 42
Popeyes	POPEYES (dancing letters)	France	Registered	954404	09/14/88	1488637	09/14/88	29, 30 & 42
Popeyes	POPEYES (Palladium logo)	Gaza Strip	Registered	3896	07/31/96	3896	05/20/97	29
Popeyes	POPEYES (word mark in Arabic)	Gaza Strip	Registered	3895	07/31/96	3895	05/20/97	29
Popeyes	POPEYES (word mark in Arabic)	Gaza Strip	Registered	4388	02/15/97	4388	01/03/98	42
Popeyes	POPEYES (word mark)	Gaza Strip	Registered	3894	07/31/96	3894	05/20/97	29
Popeyes	POPEYES (word mark)	Gaza Strip	Registered	4386	02/15/97	4386	01/03/98	42
Popeyes	POPEYES Palladium logo	Gaza Strip	Registered	4387	02/15/97	4387	01/03/98	42
Popeyes	POPEYES (Palladium logo w/o words)	Germany	Registered	39546202.9	11/14/95	395 46 202	06/14/96	29 & 42
Popeyes	POPEYES (word mark)	Germany	Registered	P34198/29WZ	08/19/86	2099579	02/08/96	29 & 30
Popeyes	POPEYES (word mark)	Germany	Registered	W 60422	06/19/90	DD 652158	01/01/97	29, 32 & 42
Popeyes	POPEYES (word mark)	Guatemala	Registered		01/24/77	33079	09/08/77	42
Popeyes	POPEYES (word mark)	Guatemala	Registered		02/02/77	37905	10/18/79	29
Popeyes	POPEYES Chicken & Biscuits	Guatemala	Pending	4799	05/29/97			
Popeyes	POPEYES CHICKEN & BISCUITS (banner logo)	Guatemala	Registered	5923	08/30/94	100459	12/08/99	29
Popeyes	POPEYES CHICKEN & BISCUITS (banner logo)	Guatemala	Registered	5922	08/30/94	100522	12/13/99	42
Popeyes	POPEYES CHICKEN & BISCUITS doorway/sign design	Guatemala	Registered	94005921	08/30/94	95956	05/13/99	42
Popeyes	POPEYES CHICKEN & BISCUITS doorway/sign design	Guatemala	Registered	5924	08/30/94	95957	05/13/99	29
Popeyes	POPEYES CHICKEN & BISCUITS	Guatemala	Pending	4799-97	06/12/97			
Popeyes	POPEYES	Guyana	Pending	16109 A	07/31/97			29
Popeyes	POPEYES & Palladium Design	Guyana	Pending	16107 A	07/31/97			29

TRADEMARK
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Brand	Mark	Country	Status	App#	App Date	Reg#	Reg Date	Class
Popeyes	POPEYES (Dancing letters)	Guyana	Registered	14238A	10/15/93	14238A	01/01/97	29
Popeyes	POPEYES (word mark)	Haiti	Registered			50/109	11/03/96	42
Popeyes	POPEYES (word mark)	Haiti	Registered			303/78	11/03/76	42
Popeyes	POPEYES (word mark)	Haiti	Registered			304/78	11/03/76	29
Popeyes	LOUISIANA MILD P/D	Honduras	Pending	13067/99	09/29/99			29
Popeyes	LOVE THAT CHICKEN FROM POPEYES	Honduras	Registered		11/09/89	1954	02/24/95	42
Popeyes	LOVE THAT CHICKEN FROM POPEYES	Honduras	Registered		09NO1989	1965	02/24/95	42
Popeyes	NEW ORLEANS SPICY P/D	Honduras	Pending	13066/99	09/29/99			29
Popeyes	NEW ORLEANS SPICY plus design	Honduras	Pending	13066/99	09/29/99			29
Popeyes	ORIGINAL NEW ORLEANS FLAVOR	Honduras	Registered	13064/99	09/29/99	6090	09/29/00	42
Popeyes	POPEYES	Honduras	Pending	8470/97	07/25/97			42
Popeyes	POPEYES & Palladium Design	Honduras	Pending	12010/97	10/14/97			42
Popeyes	POPEYES & Palladium Design	Honduras	Pending	8560/97	07/29/97			29
Popeyes	POPEYES (word mark)	Honduras	Registered		11/09/89	1246	02/24/95	
Popeyes	POPEYES (word mark)	Honduras	Registered			50179	11/25/88	29
Popeyes	POPEYES FAMOUS FRIED CHICKEN	Honduras	Registered	13068/99	09/29/99	5895	05/31/00	42
Popeyes	POPEYES FAMOUS FRIED CHICKEN	Honduras	Pending	13069/99	09/29/99			29
Popeyes	POPEYES FAMOUS FRIED CHICKEN & BISCUITS	Honduras	Registered		11/09/89	1964	02/24/95	42
Popeyes	POPEYES FAMOUS FRIED CHICKEN & BISCUITS	Honduras	Pending	13070/99	09/29/99			29
Popeyes	POPEYES FAMOUS FRIED CHICKEN & BISCUITS (stylized/sign design)	Honduras	Registered			731	11/25/88	35
Popeyes	POPEYES FOOD WITH ATTITUDE	Honduras	Registered	13065/99	09/29/99	5897	09/29/00	42
Popeyes	POPEYES LOUISIANA MILD LOGO plus design	Honduras	Pending	99013067	09/29/99			29
Popeyes	POPEYES sign design	Honduras	Registered	5337-89	01/09/89	52473	06/29/00	29
Popeyes	POPEYES (Stylized)	Hong Kong	Registered	824/1977	26JL1976	824/1977	06/13/77	29
Popeyes	POPEYES (word mark)	Hong Kong	Registered	2999B/87	06/20/87	2476/89	06/20/94	31
Popeyes	POPEYES (word mark)	Hong Kong	Registered	2999C/87	06/20/87	2477/89	06/20/94	32
Popeyes	POPEYES (word mark)	Hong Kong	Registered	2999A/87	20JE1987	2475/89	08/30/89	30
Popeyes	POPEYES (word mark)	Hong Kong	Registered	2999A/87	06/20/87	2999A/87	08/30/89	29
Popeyes	POPEYES	Hungary	Registered	M93/4742	10/08/93	139918	08/15/96	29 & 42
Popeyes	POPEYES & Palladium Logo	Iceland	Registered	3702/1999	12/13/99	173/2000	02/03/00	29 & 42
Popeyes	POPEYES (word mark)	Iceland	Registered	3701/1999	13DE1999	172/2000	02/03/00	29 & 42
Popeyes	POPEYES (Palladium logo)	India	Pending	661020	03/30/95			29
Popeyes	POPEYES (word mark)	India	Pending	661019	03/30/95			29
Popeyes	POPEYES & Palladium Logo (Chicken & Biscuits)	Indonesia	Registered	13272	07/27/95	423798	02/24/99	29
Popeyes	POPEYES (dancing letters)	Indonesia	Registered	13269	07/27/95	359655	07/27/95	42
Popeyes	POPEYES (dancing letters)	Indonesia	Registered	13268	07/27/95	371329	10/17/96	29
Popeyes	POPEYES (word mark)	Indonesia	Registered	3863/C-76	07/03/76	235110	02/09/78	29
Popeyes	POPEYES (word mark)	Indonesia	Registered	13265	07/27/95	373246	11/07/96	42

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
Popeyes	POPEYES w/doorway logo	Indonesia	Registered	13273	07/27/95	371339	10/17/96	42
Popeyes	LOVE THAT CHICKEN!	Israel	Registered	66573	06/12/87	66573	07/22/92	42
Popeyes	ORIGINAL NEW ORLEANS FLAVOR	Israel	Registered	66574	06/12/87	66574	03/31/92	42
Popeyes	POPEYES (dancing letters)	Israel	Registered	66568	06/12/87	66568	02/20/92	29
Popeyes	POPEYES (dancing letters)	Israel	Registered	66570	06/12/87	66570	03/31/92	31
Popeyes	POPEYES (stylized)	Israel	Registered	66569		66569	02/06/94	30
Popeyes	POPEYES (word mark)	Israel	Registered	66564	06/12/87	66564	03/31/92	42
Popeyes	POPEYES sign design	Israel	Registered	66571	06/12/87	66571	08/01/91	29
Popeyes	POPEYES sign design	Israel	Registered	66572	06/12/87	66572	08/01/91	42
Popeyes	POPEYES (dancing letters)	Italy	Registered	23680C/88	09/01/88	539196	01/28/91	29 & 42
Popeyes	POPEYES (w/banner logo)	Jamaica	Registered	29/1242	10/19/94	28098	10/14/94	29
Popeyes	POPEYES (word mark)	Jamaica	Registered	17890	21JL1976	17890	07/21/76	29
Popeyes	POPEYES & Palladium Logo	Japan	Pending	9-178663	11/19/97			29 & 42
Popeyes	POPEYES (word mark)	Japan	Registered	52-70650	10/04/77	2178254	10/31/89	31
Popeyes	POPEYES (word mark)	Japan	Registered	58-48646	05/27/83	2699835	11/30/94	32
Popeyes	POPEYES (word mark)	Japan	Registered	4-214158	09/24/92	3231056	11/29/96	42
Popeyes	POPEYES (word mark)	Japan	Registered	04-214155	09/24/92	3325050	06/20/97	29
Popeyes	POPEYES in Japanese Characters	Japan	Pending	10-65741	07/30/98			29 & 42
Popeyes	POPEYES (word mark in Arabic)	Jordan	Registered	39082	08/02/95	7206	08/02/95	29
Popeyes	POPEYES (word mark in Arabic)	Jordan	Registered	39724	08/02/95	8346	08/02/95	30
Popeyes	POPEYES (word mark)	Jordan	Registered	19310	09/03/81	19310	09/03/81	29
Popeyes	POPEYES (word mark)	Jordan	Registered	19311	09/03/81	19311	09/03/81	30
Popeyes	POPEYES (word mark)	Jordan	Registered	19312	09/03/81	19312	09/03/81	32
Popeyes	POPEYES logo (w/Arabic)	Jordan	Registered	39075	08/02/95	7205	08/02/95	29
Popeyes	POPEYES logo (w/Arabic)	Jordan	Registered	39583	08/02/95	8377	08/02/95	30
Popeyes	POPEYES (palladium logo/arabic/chicken & seafood)	Kuwait	Pending	42082	01/03/99			29
Popeyes	POPEYES (palladium logo/arabic/chicken & seafood)	Kuwait	Pending	42083	01/03/99			42
Popeyes	POPEYES (word mark in Arabic)	Kuwait	Pending	42084	01/03/99			29
Popeyes	POPEYES (word mark in Arabic)	Kuwait	Pending	42085	01/03/99			42
Popeyes	POPEYES (word mark)	Kuwait	Registered	22400	01/03/89	20843	01/03/89	29
Popeyes	POPEYES (word mark)	Kuwait	Pending	37929	10/11/97			42
Popeyes	POPEYES (word mark)	Lebanon	Registered	804/401600	09/26/95	67000	09/26/95	29 & 42
Popeyes	POPEYES Palladium & logo in Arabic	Lebanon	Registered	804/401601	09/26/95	67001	09/26/95	29 & 42
Popeyes	POPEYES (word mark)	Macau	Registered	14595-M	03/13/95	14595-M	03/04/96	29
Popeyes	POPEYES (word mark)	Macau	Registered	14596-M	03/13/95	14596-M	03/04/96	42
Popeyes	POPEYES w/banner logo	Macau	Registered	14597-M	03/13/95	14597-M	03/04/96	29
Popeyes	POPEYES w/banner logo	Macau	Registered	14598-M	03/13/95	14598-M	03/04/96	42
Popeyes	POPEYES & Palladium Design	Malaysia	Pending	97/13764	09/24/97			29
Popeyes	POPEYES (palladium/blank)	Malaysia	Pending	MA/13764/97	09/24/97			29

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Brand	Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class
Popeyes	POPEYES (word mark)	Malaysia	Registered	88/05833	11/02/88	88/05833	11/02/88	29
Popeyes	POPEYES (word mark)	Malaysia	Registered	M/94733	04/19/82	M/94733	04/19/89	32
Popeyes	POPEYES (word mark)	Malaysia	Registered	M/94734	04/19/82	M/94734	04/19/89	30
Popeyes	POPEYES & Palladium Logo	Malta	Registered	26221	09/30/96	26221	12/11/97	29
Popeyes	POPEYES (chicken & biscuits)	Malta	Registered	24096	03/15/95	24 096	03/17/95	29
Popeyes	POPEYES (word mark)	Malta	Registered	24095	03/15/95	24095	03/17/95	29
Popeyes	POPEYES (word mark)	Mexico	Registered	100086	10/31/90	396580	06/19/91	42
Popeyes	POPEYES (word mark)	Mexico	Registered	294590	05/09/97	590945	10/27/98	29
Popeyes	POPEYES Palladium Logo	Mexico	Registered	294589	05/09/97	590342	10/23/98	29
Popeyes	POPEYES Palladium Logo	Mexico	Registered	294591	05/09/97	590343	10/23/98	42
Popeyes	POPEYES (word mark in Arabic)	Morocco/Casablanca	Registered	none	08/28/97	63777	09/12/97	29 & 42
Popeyes	POPEYES (word mark)	Morocco/Casablanca	Registered	none	08/28/97	63776	09/12/97	29 & 42
Popeyes	POPEYES Palladium Logo (Arabic)	Morocco/Casablanca	Registered	none	08/28/97	63778	09/27/97	29 & 42
Popeyes	POPEYES Palladium Logo (English)	Morocco/Casablanca	Registered	none	08/28/97	63779	09/12/97	29 & 42
Popeyes	POPEYES	Netherlands Antilles	Registered	20534	01/09/98	20534	02/18/98	29
Popeyes	POPEYES (dancing letters)	New Zealand	Registered	165055	04/24/86	165055	04/24/86	29
Popeyes	POPEYES (dancing letters)	New Zealand	Registered	189137		189137	11/22/88	42
Popeyes	POPEYES (word mark)	New Zealand	Registered	116155		116155	06/30/76	29
Popeyes	POPEYES	Nicaragua	Registered	998-00141	16JA1998	39040	10/14/98	
Popeyes	POPEYES	Nicaragua	Registered	998-00143	16JA1998	939008CC	10/13/98	42
Popeyes	POPEYES (word mark	Nicaragua	Registered	98-00142	01/16/98	38985CC	10/12/98	29
Popeyes	POPEYES (word mark - commercial name)	Nicaragua	Registered	98-00141	01/16/98	38962CC	10/09/98	
Popeyes	POPEYES (word mark)	Nicaragua	Registered	98-00143	01/16/98	39008CC	10/13/98	42
Popeyes	POPEYES (word mark)	Nigeria	Pending	40879/81	12/17/81			31
Popeyes	POPEYES (word mark)	Nigeria	Pending	40880/81	12/17/81			29
Popeyes	POPEYES (word mark)	Nigeria	Pending	40881/81	12/17/81			30
Popeyes	POPEYES (word mark)	O.A.P.I.	Registered	81093	06FE1992	31522	02/06/92	29, 30 & 32
Popeyes	POPEYES (word mark)	O.A.P.I.	Registered	81094	06FE1992	31523	02/06/92	42
Popeyes	POPEYES (word mark)	Oman	Pending	9026	10/19/93			29
Popeyes	POPEYES (word mark)	Oman	Pending	9027	10/19/93			42
Popeyes	POPEYES (in Urdu)	Pakistan	Pending	140264	03/11/97			29
Popeyes	POPEYES (word mark)	Pakistan	Pending	138835	11/27/96			29
Popeyes	POPEYES Palladium Logo (in English and Urdu)	Pakistan	Pending	140265	03/11/97			29
Popeyes	POPEYES Palladium logo (in Urdu)	Pakistan	Pending	138836	11/27/96			29
Popeyes	POPEYES (Commerical Name)	Panama	Registered	93909	05/15/98	93909	05/15/98	35
Popeyes	POPEYES (dancing letters)	Panama	Registered	33399		33399	05/06/85	29
Popeyes	POPEYES (dancing letters)	Panama	Registered	33400		33400	11/22/84	42
Popeyes	POPEYES (dancing letters)	Panama	Registered	33494		33494	06/05/84	31
Popeyes	POPEYES (dancing letters)	Panama	Registered	33497		33497	06/05/84	30

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Popeyes	POPEYES (word mark)	Panama	Registered	21825		21825	10/20/77	29
Popeyes	POPEYES (word mark)	Panama	Registered	31307		31307	06/17/83	42
Popeyes	POPEYES (word mark)	Papua New Guinea	Registered	A61136	05/28/98	A61136	05/28/98	29
Popeyes	POPEYES (word mark)	Papua New Guinea	Registered	A61137	05/28/98	A61137	05/28/98	42
Popeyes	POPEYES & Palladium Logo	Peru	Registered	49300	10/06/97	17307	03/31/99	42
Popeyes	POPEYES (word mark)	Peru	Pending	49295	10/06/97			29
Popeyes	POPEYES (word mark)	Peru	Pending	49296	10/06/97			30
Popeyes	POPEYES (word mark)	Peru	Registered	49297	10/06/97	17306	03/30/99	42
Popeyes	POPEYES Palladium Logo	Peru	Pending	49298	10/06/97			29
Popeyes	POPEYES Palladium Logo	Peru	Registered	49299	10/06/97	70268	02/09/01	30
Popeyes	POPEYES (dancing letters)	Philippines	Pending	65309	07/26/88			42
Popeyes	POPEYES (dancing letters)	Philippines	Registered	65311	07/26/88	57051	02/23/94	29
Popeyes	POPEYES (word mark)	Philippines	Pending	4-2000-01859	03/10/00			29
Popeyes	POPEYES	Poland	Registered	Z-125391	09/30/93	86454	09/13/95	42 & 29
Popeyes	POPEYES & Palladium Design	Poland	Pending	Z-202349	05/24/99			29 & 42
Popeyes	POPEYES CHICKEN & BISCUITS w/Palladium Design	Poland	Pending	Z-207 164	09/10/99			29 & 42
Popeyes	POPEYES & Palladium (chicken & biscuits banner)	Portugal	Pending	312246	08/25/95			29 & 42
Popeyes	POPEYES (word mark)	Portugal	Registered	312245	08/25/95	312245	07/08/96	29 & 42
Popeyes	POPEYES (stylized and sign design)	Puerto Rico	Registered			20335	12/28/76	29
Popeyes	POPEYES (palladium logo w/ banner in Arabic)	Qatar	Pending	14406	12/24/95			29
Popeyes	POPEYES (palladium logo w/ banner in Arabic)	Qatar	Pending	14407	12/24/95			42
Popeyes	POPEYES (word mark in Arabic)	Qatar	Pending	14404	12/24/95			29
Popeyes	POPEYES (word mark in Arabic)	Qatar	Pending	14405	12/24/95			42
Popeyes	POPEYES (word mark)	Qatar	Registered	2644	03/08/82	2644	03/08/92	29 & 42
Popeyes	POPEYES (word mark)	Ras-al-khaimah	Registered	2995	03/25/82	2928	03/25/92	29
Popeyes	POPEYES (word mark)	Ras-al-khaimah	Registered	2996	03/25/82	2929	03/25/92	42
Popeyes	POPEYES (word mark)	Russia	Registered	107809	12/23/87	83577	12/23/87	29 & 42
Popeyes	POPEYES (word mark)	Sabah	Registered	S/27550	03/02/81	S/27550	03/02/88	29
Popeyes	POPEYES (word mark)	Sabah	Registered	S/29756	04/19/82	S/29756	01/01/97	32
Popeyes	POPEYES (word mark)	Sabah	Registered	S/29757	04/19/82	S/29757	04/19/93	30
Popeyes	POPEYES (word mark)	Sarawak	Registered	24963	04/28/82	24963	04/28/82	32
Popeyes	POPEYES (word mark)	Sarawak	Registered	22800	03/11/81	22800	03/11/81	29
Popeyes	POPEYES (word mark)	Sarawak	Registered	24962	04/28/82	24962	04/28/82	30
Popeyes	POPEYES (Palladium logo)	Saudi Arabia	Registered	32314	03/03/96	397/85	03/16/97	29
Popeyes	POPEYES (Palladium logo)	Saudi Arabia	Registered	32315	03/03/96	398/78	03/16/97	42
Popeyes	POPEYES (word mark in Arabic)	Saudi Arabia	Registered	32318	03/03/96	398/77	03/16/97	42
Popeyes	POPEYES (word mark in Arabic)	Saudi Arabia	Registered	32317	03/03/96	398/80	03/16/97	29
Popeyes	POPEYES (word mark)	Saudi Arabia	Registered	32316	03/03/96	398/79	03/16/97	42
Popeyes	POPEYES (word mark)	Saudi Arabia	Registered			77/74	03/24/79	29

TRADEMARK
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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
Popeyes	POPEYES (dancing letters)	Singapore	Registered	S/323/81	01/22/81	323/81	01/22/88	29
Popeyes	POPEYES (Stylized)	Singapore	Registered	323/81	22JA1981	S/323/81	01/22/81	29
Popeyes	POPEYES (word mark)	Slovak Republic	Registered	POZ1809-93	10/07/93	178403	11/19/97	29 & 42
Popeyes	POPEYES (word mark)	South Africa	Registered	76/3299	06/29/76	76/3299	06/29/86	29
Popeyes	POPEYES & Palladium Design	South Africa	Pending	96/14056	10/02/96			29
Popeyes	POPEYES & Palladium Design	South Africa	Pending	96/14057	10/02/96			42
Popeyes	POPEYES (word mark)	South Africa	Registered	76/3299	29JE1976	76/3299	06/29/76	29
Popeyes	POPEYES (word mark)	South Africa	Registered	76/3300	29JE1976	76/3300	06/29/76	42
Popeyes	POPEYES & Korean Characters	South Korea	Registered	24649/90		234539	03/21/92	8
Popeyes	POPEYES (new logo - Eng/Korean)	South Korea	Registered	48343/1994	12/02/94	331354	01/15/96	7
Popeyes	POPEYES (new logo - Eng/Korean)	South Korea	Registered	48344/1994	12/02/94	343212	07/19/96	8
Popeyes	POPEYES (Palladium Design w.Korean Characters in Banner Design)	South Korea	Registered	48342/1994	12/02/94	341288	06/17/96	2
Popeyes	POPEYES (Palladium Design w/Korean Characters in banner design)	South Korea	Registered	7970/1994	10/04/94	31881	06/12/96	112
Popeyes	POPEYES (word mark)	South Korea	Registered	790/1983	03/27/83	4581	09/07/84	112
Popeyes	POPEYES (word mark)	South Korea	Registered	87/1992	01/11/92	22165	11/11/93	112
Popeyes	POPEYES (word mark)	South Korea	Registered	5577/1981	06/22/81	82210	05/07/92	7
Popeyes	POPEYES (word mark)	South Korea	Registered	11846/1982	10/27/82	94472	09/08/83	7
Popeyes	POPEYES (word mark)	South Korea	Registered	87/1992	01/16/92	271031	08/03/93	2
Popeyes	POPEYESWING (Korean characters)	South Korea	Registered	1164/1995	01/13/95	401939	04/30/98	25
Popeyes	WRAP & ROLL	South Korea	Registered	9397/1999	03/24/99	467703	04/04/00	29 & 30
Popeyes	WRAPSODIES	South Korea	Registered	9396/1999	03/24/99	467704	04/04/00	29 & 30
Popeyes	POPEYES (dancing letters)	Spain	Registered	1271041	08/26/88	1271041	04/02/91	42
Popeyes	POPEYES	St. Lucia	Registered	202 of 1997	02SE1997	202 of 1997	02/24/98	29
Popeyes	POPEYES	St. Lucia	Registered	203 of 1997	02SE1997	203 of 1997	02/24/98	42
Popeyes	POPEYES & Palladium Design	St. Lucia	Registered	204 of 1997	02SE1997	204 of 1997	02/24/98	29
Popeyes	POPEYES & Palladium Design	St. Lucia	Registered	205 of 1997	02SE1997	205 of 1997	02/24/98	42
Popeyes	POPEYES (word mark)	St. Lucia	Pending	202	09/02/97			29
Popeyes	POPEYES (word mark)	St. Lucia	Registered	203	09/02/97	203	02/24/98	42
Popeyes	POPEYES Palladium Logo	St. Lucia	Registered	204	09/02/97	204	02/24/98	29
Popeyes	POPEYES Palladium Logo	St. Lucia	Registered	205	09/02/97	205	02/24/98	42
Popeyes	POPEYES (word mark)	Suriname	Registered		04/29/99	16226	04/29/99	29
Popeyes	POPEYES & Palladium Logo	Suriname	Registered	16227	04/29/99	16227	04/29/99	29
Popeyes	POPEYES (Eng/Thai sign design)	Thailand	Registered	267997	07/05/94	37617	11/10/95	29
Popeyes	POPEYES (stylized)	Thailand	Registered	230246	07/02/92	SM718	01/31/94	42
Popeyes	POPEYES (stylizied)	Thailand	Registered	252169	09/20/93	18161	09/25/94	29
Popeyes	POPEYES (Thai language)	Thailand	Registered	267996	07/05/94	3554	10/24/95	42
Popeyes	POPEYES (Thai language)	Thailand	Registered	267995	07/05/94	34313	09/18/95	29

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Brand	Mark	Country	Status	App. No.	App. Date	Reg.	Reg. Date	Class
Popeyes	POPEYES Sign (English/Thai)	Thailand	Registered	267998	07/05/94	SM3553	07/05/94	42
Popeyes	POPEYES	Transkei	Pending	92/0091	01/08/92			29
Popeyes	POPEYES	Transkei	Pending	92/0092	01/08/92			30
Popeyes	POPEYES	Transkei	Pending	92/0093	01/08/92			42
Popeyes	POPEYES (word mark)	Transkei	Registered	76/3299	29JE1976	76/3299	06/29/76	29
Popeyes	POPEYES (word mark)	Trinidad & Tobago	Registered		07/29/76	9614	07/18/83	42
Popeyes	POPEYES (word mark)	Trinidad & Tobago	Registered	27576	10/09/97	27576	10/09/97	42
Popeyes	POPEYES Palladium Logo	Trinidad & Tobago	Pending	27599	10/14/97			29 & 42
Popeyes	POPEYES (word mark)	Tunisia	Registered	EE950361	03/14/95	EE950361	03/14/95	29 & 42
Popeyes	POPEYES CHICKEN & BISCUITS & Banner Design	Tunisia	Registered	EE950360	03/14/95	EE950360	03/14/95	29 & 42
Popeyes	POPEYES (dancing letters)	UAE	Registered	10471	05/01/95	11913	09/06/97	42
Popeyes	POPEYES (logo in Arabic)	UAE	Registered	14063	12/05/95	15685	06/06/98	29
Popeyes	POPEYES (logo in Arabic)	UAE	Registered	14064	12/05/95	15689	06/06/98	42
Popeyes	POPEYES (word mark in Arabic)	UAE	Registered	14061	12/05/95	15683	06/06/98	29
Popeyes	POPEYES (word mark in Arabic)	UAE	Registered	14062	12/05/95	15684	06/06/98	42
Popeyes	POPEYES (word mark)	UAE	Registered	10470	05/01/95	11898	09/03/97	29
Popeyes	POPEYES (dancing letters)	United Kingdom	Registered	1376667	03/13/89	1376667	01/24/92	42
Popeyes	POPEYES (word mark)	United Kingdom	Registered	1065063	06/29/76	1065063	06/29/76	29
Popeyes	BIG EASY CAFE BY POPEYES & Design	United States	Pending	75/512608	07/02/98			29 & 42
Popeyes	CAJUN CRAVERS	United States	Pending	78/092368	11/08/01			29
Popeyes	CAJUN OUR WAY	United States	Pending	78/129484	05/17/02			29 & 43
Popeyes	CAJUN SPARKLE	United States	Registered	535680	05/03/85	1371596	11/19/85	30
Popeyes	EDUCAJUN	United States	Pending	78/129478	05/17/02			41 & 43
Popeyes	LOUISIANA Mild (logo)	United States	Registered	75/129888	07/03/96	2217602	01/12/99	29
Popeyes	LOVE THAT CHICKEN	United States	Registered	162713	03/17/78	1116753	04/17/79	42
Popeyes	LOVE THAT CHICKEN FROM POPEYES	United States	Registered	162712	03/17/78	1257959	11/15/83	42
Popeyes	NEW ORLEANS SHRIMP SHOP	United States	Registered	74/570502	09/07/94	1981765	06/18/96	42
Popeyes	NEW ORLEANS Spicy (logo)	United States	Registered	75/129885	07/03/96	2217601	01/12/99	29
Popeyes	ORIGINAL NEW ORLEANS FLAVOR	United States	Registered	632403	11/25/86	1481990	03/22/88	42
Popeyes	PFC logo (design for manuals)	United States	Registered			1087882	03/21/78	42
Popeyes	POPEYES (dancing letters)	United States	Registered	361550	04/26/82	1267567	02/21/84	3, 16, 21, 29, 30, 31, 34 & 4
Popeyes	POPEYES (dancing letters)	United States	Registered	766330	11/29/88	1551239	08/08/89	35
Popeyes	POPEYES (word mark)	United States	Registered	29940	08/19/74	1021254	09/23/75	42
Popeyes	POPEYES (word mark)	United States	Registered	52658	05/19/75	1030944	01/20/76	29
Popeyes	POPEYES (word mark)	United States	Registered	162707	03/17/78	1121096	06/26/79	29
Popeyes	POPEYES (word mark)	United States	Registered	162627	03/17/78	1121699	07/10/99	3, 16, 30 & 34
Popeyes	POPEYES (word mark)	United States	Registered	766279	11/29/88	1552225	08/15/89	35

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Popeyes	POPEYES CAJUN CRAVERS	United States	Pending	78/092380	11/08/01			29
Popeyes	POPEYES CHICKEN & BISCUITS (Banner Design)	United States	Registered	74/551046	07/19/94	2000593	09/17/96	42
Popeyes	POPEYES CHICKEN & BISCUITS (Banner Design)	United States	Registered	74/551044	07/19/94	2095493	09/09/97	29
Popeyes	POPEYES CHICKEN & BISCUITS (Doorway design)	United States	Registered	74/551045	07/19/94	2000592	09/17/96	42
Popeyes	POPEYES CHICKEN & BISCUITS (Doorway design)	United States	Registered	74/551043	07/19/94	2242910	05/04/99	29
Popeyes	POPEYES CHICKEN & BISCUITS FOOD WITH ATTITUDE	United States	Registered	75/675890	04/06/99	2451764	05/15/01	29, 30 & 42
Popeyes	POPEYES FAMOUS FRIED CHICKEN & BISCUITS (old sign design)	United States	Registered	162625	03/17/78	1257958	11/15/83	42
Popeyes	POPEYES FAMOUS FRIED CHICKEN & BISCUITS (word mark)	United States	Registered	516686	01/08/85	1378568	01/14/86	42
Popeyes	POPEYES FAMOUS FRIED CHICKEN (word mark)	United States	Registered	177327	07/06/78	1257702	11/15/83	29
Popeyes	SEAFOOD CELEBRATION	United States	Registered			1823416	02/22/94	42
Popeyes	SIGN DESIGN (W/COLOR)	United States	Registered	120542	03/28/77	1107575	11/28/78	42
Popeyes	SIGN DESIGN (W/COLOR)	United States	Registered	120546	03/28/77	1112390	01/30/79	29
Popeyes	SIGN DESIGN (w/o color)	United States	Registered	120547	03/28/77	1107576	11/28/78	42
Popeyes	SIGN DESIGN (W/O COLOR)	United States	Registered	120544	03/28/77	1112389	01/30/79	29
Popeyes	STARS & SPICE	United States	Registered	74/259257	06/08/92	1895411	05/23/95	42
Popeyes	SUPER BOX	United States	Pending	75/582283	11/03/98			29
Popeyes	SUPER POPEYES	United States	Registered	73799215	05/11/89	1583074	02/13/90	42
Popeyes	SWEET HEAT	United States	Registered	73787015	03/16/89	1563625	10/31/89	30
Popeyes	THIS PLACE COOKS.	United States	Registered	74/529563	05/25/94	1903216	07/04/95	42
Popeyes	VOYAGER MEAL (word mark)	United States	Registered	75/321645	07/09/97	2423641	01/23/01	16 & 29
Popeyes	VOYAGER MEAL AND Design	United States	Pending	75/321644	07/09/97			16 & 29
Popeyes	BIG EASY CAFE BY POPEYES	United States	Pending	75/495098	06/02/98			29 & 42
Popeyes	CAJUN CHICKEN A POPEYES CREATION	United States	Pending	75/980706	06/02/98			42
Popeyes	CAJUN KITCHEN A POPEYES CREATION	United States	Pending	75/495099	06/02/98			29
Popeyes	POPEYES Building Design	United States	Registered			1107609	11/28/78	42
Popeyes	Popeyes Food with Attitude	United States	Registered	75/408209	19DE1997	2398299	10/24/00	42
Popeyes	Voyager Meal	United States	Registered			2427208	02/06/01	29 & 42
Popeyes	WE DO GOOD BA-YOU	United States	Pending	78/127833	05/10/02			29 & 43
Popeyes	POPEYES (word mark)	Venda	Pending	92/0037	01/08/92			29
Popeyes	POPEYES (word mark)	Venda	Pending	92/0038	01/08/92			42
Popeyes	POPEYES (word mark)	Venda	Pending	92/0039	01/08/92			30
Popeyes	POPEYES	Venezuela	Pending	18958-98	10/16/98			42
Popeyes	POPEYES (word mark)	Venezuela	Registered	4249	06/03/77	14585-D	06/18/94	50
Popeyes	POPEYES (word mark)	Venezuela	Registered	9023	12/15/76	90956-F	05/04/94	46
Popeyes	POPEYES (new logo)	Vietnam	Registered	22 112	03/18/95	18 566	10/19/95	29 & 42
Popeyes	POPEYES (word mark)	Vietnam	Registered	N-4181/94	11/23/94	17266	11/23/94	29 & 42
Popeyes	POPEYES (Palladium logo)	West Bank	Registered	4399	07/31/96	4399	04/19/00	29
Popeyes	POPEYES (word mark in Arabic)	West Bank	Registered	4398	07/31/96	4398	04/19/00	29

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Brand	Mark	Country	Status	App#	App Date	Reg#	Reg Date	Class
Popeyes	POPEYES (word mark)	West Bank	Registered	4400	07/31/96	4400	04/20/00	29
Popeyes	POPEYES word mark	Yemen	Registered	7632	10/31/95	5970	10/31/95	42
Popeyes	POPEYES word mark	Yemen	Registered	7633	10/31/95	5971	10/31/95	29
Popeyes	POPEYES (word mark)	Zimbabwe	Registered	461/76	07/02/76	461/76	07/02/76	29
Popeyes	POPEYES (word mark)	Zimbabwe	Registered	462/76	07/02/76	462/76	07/02/76	42
SBC	SBC & Logo	Argentina	Pending	2179607	10/06/98			30
SBC	SBC & Logo	Argentina	Registered	2179608	10/06/98	1767854	12/17/99	42
SBC	SBC & Logo	Argentina	Registered	2179606	10/06/98	2179606	12/17/99	21
SBC	SBC & Logo	Argentina	Registered	2.179.608	06OC1998	1.767.854	12/17/99	42
SBC	SBC (word mark)	Argentina	Pending	2179604	10/06/98			30
SBC	SBC (word mark)	Argentina	Pending	2179605	10/06/98			42
SBC	SEATTLE'S BEST COFFEE	Argentina	Registered	2.188.858	24NO1998	1.744.943	02/15/00	42
SBC	SEATTLE'S BEST COFFEE	Argentina	Registered	2.188.857	24NO1998	1.774.944	02/15/00	30
SBC	SEATTLE'S BEST COFFEE	Argentina	Registered	2.188.856	24NO1998	1.774.945	02/15/00	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Argentina	Registered	2188858	11/24/98	1774943	02/15/00	42
SBC	SEATTLE'S BEST COFFEE (word mark)	Argentina	Registered	2188857	11/24/98	1774944	02/15/00	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Argentina	Registered	2188856	11/24/98	1774945	02/15/00	21
SBC	SBC & Logo	Australia	Registered	n/a	09/09/98	772631	09/09/98	21, 30 & 42
SBC	SBC (word mark)	Australia	Registered	772630	09/09/98	772630	09/09/98	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Australia	Registered	789714	03/29/99	789714	03/29/99	21, 30 & 42
SBC	SBC & Logo	Bahrain	Registered	2072/98	11/17/98	24720	11/27/01	21
SBC	SBC & Logo	Bahrain	Registered	2070/98	11/17/98	24719		30
SBC	SBC & Logo	Bahrain	Registered	2071/98	11/17/98	SM 2911	01/01/00	42
SBC	SBC (word mark)	Bahrain	Registered	2073/98	11/17/98	24721	11/27/01	30
SBC	SBC (word mark)	Bahrain	Registered	2074/98	11/17/98	24722	11/27/01	21
SBC	SBC (word mark)	Bahrain	Registered	2075/98	11/17/98	SM 2912	05/15/00	42
SBC	SEATTLE'S BEST COFFEE (word mark)	Bahrain	Registered	2076/98	11/17/98	24723	11/27/01	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Bahrain	Registered	2078/98	11/17/98	24724	11/27/01	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Bahrain	Registered	2077/98	11/17/98	SM 2913	05/15/00	42
SBC	SBC	Brazil	Pending	821428420	02/24/99			20
SBC	SBC	Brazil	Pending	821428438	02/24/99			30
SBC	SBC	Brazil	Pending	821428446	02/24/99			33
SBC	SBC	Brazil	Pending	821428454	02/24/99			35
SBC	SBC & Logo	Brazil	Pending	821428470	02/24/99			20
SBC	SBC & Logo	Brazil	Pending	821428489	02/24/99			30
SBC	SBC & Logo	Brazil	Pending	821428519	02/24/99			38
SBC	SBC & Logo	Brazil	Pending	821428497	02/24/99			33
SBC	SBC & Logo	Brazil	Pending	821428500	02/24/99			35

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SBC	SBC (word mark)	Brazil	Pending	821428462	02/24/99			38
SBC	SBC & Logo	Brunei	Pending	29769	09/29/98			21
SBC	SBC & Logo	Brunei	Registered	29770	09/29/98	25483	09/29/98	30
SBC	SBC (word mark)	Brunei	Registered	29767	09/29/98	25152	09/29/98	21
SBC	SBC (word mark)	Brunei	Registered	29768	09/29/98	25376	09/29/98	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Brunei	Registered	29887	09/29/98	25318	11/24/98	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Brunei	Registered	29886	11/24/98	26206	11/24/98	21
SBC	IT'S POURING IN SEATTLE	Canada	Registered	682508	05/23/91	400631	07/24/92	30
SBC	LATTE COOLER	Canada	Registered	681428	05/06/91	429847	07/01/94	30
SBC	SBC & DESIGN	Canada	Registered	682179	05/17/91	405868	12/04/92	30
SBC	SBC & Logo	Canada	Pending	894044	10/21/98			42
SBC	SEATTLE'S BEST COFFEE (word mark)	Canada	Pending	748541	03/01/94			30
SBC	SBC & Logo	Chile	Registered	431337	10/28/98	538764	04/16/99	21
SBC	SBC & Logo	Chile	Registered	431338	10/28/98	538765	04/16/99	30
SBC	SBC & Logo	Chile	Registered	431339	10/28/98	538766	04/16/99	42
SBC	SBC (word mark)	Chile	Registered	431334	10/28/98	538761	04/16/99	21
SBC	SBC (word mark)	Chile	Registered	431335	10/28/98	538762	04/16/99	30
SBC	SBC (word mark)	Chile	Registered	431336	10/28/98	538763	04/16/99	42
SBC	SEATTLE'S BEST COFFEE	Chile	Registered	434760	04DE1998	542133	06/07/99	21
SBC	SBC & Logo	China	Registered	9900086769	07/26/99	1467553	10/28/00	42
SBC	SBC & Logo	China	Registered	9900102939	08/27/99	1550275	04/07/01	30
SBC	SBC & Logo	China	Registered	9900093867	08/10/99	1576969	05/28/01	21
SBC	SBC (word mark)	China	Registered	9900093866	08/10/99	1463808	10/21/00	42
SBC	SBC (word mark)	China	Registered	9900093864	08/10/99	1477093	11/20/00	21
SBC	SBC (word mark)	China	Registered	9900093865	08/10/99	1558000	04/21/01	30
SBC	SEATTLE'S BEST COFFEE (Color Logo w/o words)	China	Registered	9900136140	11/15/99	1487878	12/07/00	42
SBC	SBC & Logo	Colombia	Registered	99013057	03/03/99	226626	10/27/99	30
SBC	SBC & Logo	Colombia	Registered	99013055	03/03/99	226627	10/22/99	21
SBC	SBC & Logo	Colombia	Registered	99013058	03/03/99	226639	10/22/99	42
SBC	SBC (word mark)	Colombia	Registered	99013061	03/03/99	226637	10/22/99	30
SBC	SBC (word mark)	Colombia	Registered	99013060	03/03/99	226638	10/22/99	42
SBC	SBC (word mark)	Colombia	Registered	99013059	03/03/99	226794	11/17/99	21
SBC	SBC & Logo	Costa Rica	Registered	4396-99		118012	12/21/99	42
SBC	SBC	Costa Rica	Registered	4388-99		4152-7978	09/18/01	42
SBC	SBC	Costa Rica	Registered	4389-99		4153-7978	09/18/01	30
SBC	SBC	Costa Rica	Registered	4390-99		4154-7978	09/18/01	21
SBC	SBC & Logo	Costa Rica	Pending	4394-99	01/01/99			21
SBC	SBC & Logo	Costa Rica	Pending	4395-99	01/01/99			30
SBC	SEATTLE'S BEST COFFEE	Costa Rica	Pending	4385-99	01/01/99			42

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SBC	SEATTLE'S BEST COFFEE	Costa Rica	Pending	4387-99	01/01/99			21
SBC	SEATTLE'S BEST COFFEE	Costa Rica	Pending	4392-99	01/01/99			30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	Costa Rica	Pending	4386-99	01/01/99			30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	Costa Rica	Pending	4391-99	01/01/99			21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	Costa Rica	Pending	4393-99	01/01/99			42
SBC	SBC & Logo	Egypt	Pending	118322	09/30/98			21
SBC	SBC & Logo	Egypt	Pending	118323	09/30/98			30
SBC	SBC & Logo	Egypt	Pending	118324	09/30/98			42
SBC	SBC (word mark)	Egypt	Pending	118319	09/30/98			21
SBC	SBC (word mark)	Egypt	Pending	118320	09/30/98			30
SBC	SBC (word mark)	Egypt	Pending	118321	09/30/98			42
SBC	SEATTLE'S BEST COFFEE (word mark)	Egypt	Pending	119089	11/01/98			21
SBC	SEATTLE'S BEST COFFEE (word mark)	Egypt	Pending	119090	11/01/98			30
SBC	SEATTLE'S BEST COFFEE (word mark)	Egypt	Pending	119091	11/01/98			42
SBC	HENRY'S (word mark)	European Community	Registered	620161	09/01/97	620161	03/22/99	29 & 30
SBC	POST ALLEY (word mark)	European Community	Pending	620187	09/01/97			25, 30 & 42
SBC	SBC & DESIGN	European Community	Registered	540401	05/22/97	540401	05/22/97	21, 30 & 42
SBC	SBC & Logo	European Community	Registered	936526	09/15/98	936526	03/16/00	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE	European Community	Registered	540336	05/22/97	540336	11/03/99	21, 30 & 42
SBC	SEATTLE'S BEST BLEND (word mark)	European Community	Registered	620229	09/02/97	620229	11/07/00	25, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Logo	European Community	Registered	540302	05/22/97	540302	02/02/00	21, 30 & 42
SBC	SBC	Hong Kong	Registered	12792/98	09/26/98	B10904/2000	08/10/00	21
SBC	SBC	Hong Kong	Registered	12793/98	09/26/98	B10905/2000	08/10/00	30
SBC	SBC	Hong Kong	Registered	12794/98	09/26/98	B15121/2000	11/16/00	42
SBC	SBC & Logo	Hong Kong	Registered	12796/98	09/26/98	B10907/2000	08/10/00	30
SBC	SBC & Logo	Hong Kong	Registered	12797/1998	09/26/98	B15122/2000	11/16/00	42
SBC	SBC P/D	Hong Kong	Registered	12795/98	09/26/98	B10906/2000	08/10/00	21
SBC	SBC & Logo	Indonesia	Registered	D9819052	11/09/98	447235	06/05/00	30
SBC	SBC & Logo	Indonesia	Registered	D9819053	10/20/98	447236	06/05/00	21
SBC	SBC & Logo	Indonesia	Registered	J9819051	10/20/98	456022	11/30/00	42
SBC	SBC (word mark)	Indonesia	Registered	D9817906	10/20/98	446265	05/25/00	30
SBC	SBC (word mark)	Indonesia	Registered	J9817907	10/20/98	446266	05/25/00	42
SBC	SBC (word mark)	Indonesia	Registered	D9817908	10/20/98	446267	05/25/00	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Indonesia	Registered	J98-20170	11/30/98	449205	06/19/00	42
SBC	SEATTLE'S BEST COFFEE (word mark)	Indonesia	Registered	D98-20171	11/30/98	449206	06/19/00	30

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
SBC	SEATTLE'S BEST COFFEE (word mark)	Indonesia	Registered	D98-20172	11/30/98	449207	06/19/00	21
SBC	SBC & Logo	Israel	Registered	123587	11/05/98	123587	11/05/98	21
SBC	SBC & Logo	Israel	Registered	123588	11/05/98	123588	09/06/00	30
SBC	SBC & Logo	Israel	Registered	123589	11/05/98	123589	09/06/00	42
SBC	SBC (word mark)	Israel	Registered	123584	11/05/98	123584	02/07/00	21
SBC	SBC (word mark)	Israel	Registered	123585	11/05/98	123585	02/07/00	30
SBC	SBC (word mark)	Israel	Registered	123586	11/05/98	123586	02/07/00	42
SBC	SEATTLE'S BEST COFFEE (word mark)	Israel	Registered	123581	11/05/98	123581	09/06/00	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Israel	Registered	123582	11/05/98	123582	02/05/01	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Israel	Registered	123583	11/05/98	123583	02/05/01	42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Israel	Registered	129241	07/18/99	129241	07/18/99	42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Israel	Registered	129239	07/18/99	129239	07/18/99	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Israel	Registered	129240	07/18/99	129240	07/18/99	30
SBC	LATTE COOLER	Japan	Registered			2575179	09/30/93	30
SBC	SBC	Japan	Registered	9-116788	05/15/97	4369984	03/24/00	30 & 42
SBC	SBC & DESIGN	Japan	Registered			2368428	12/25/91	32
SBC	SBC & Logo	Japan	Pending	10-79068	10/12/98			21, 30 & 42
SBC	SBC (word mark)	Japan	Registered	11-51110	06/08/99	4415087	09/08/00	30
SBC	SEATLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Japan	Registered	128659/1997	06/17/97	232174	01/22/99	42
SBC	SEATLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Japan	Registered	28044/1997	06/17/97	4208671	11/06/98	30
SBC	SBC	Japan	Pending	10-79067	06/14/98			21, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Logo	Japan	Registered	9-128659	17JE1997	4232174	01/22/99	42
SBC	SBC & Logo	Jordan	Registered	52115	11/25/98	52115	11/25/98	21
SBC	SBC & Logo	Jordan	Registered	52118	11/25/98	52118	11/25/98	30
SBC	SBC (word mark)	Jordan	Registered	51782	11/25/98	51782	01/02/00	21
SBC	SBC (word mark)	Jordan	Registered	51784	11/25/98	51784	02/01/00	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Jordan	Registered	52116	11/25/98	52116	11/25/98	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Jordan	Registered	52117	11/25/98	52117	11/25/98	30
SBC	SBC & Logo	Kampuchea	Registered	11261	11/12/98	11182	12/04/98	21
SBC	SBC & Logo	Kampuchea	Registered	11262	11/12/98	11183	12/04/98	30
SBC	SBC & Logo	Kampuchea	Registered	11263	11/12/98	11184	12/04/98	42
SBC	SBC (word mark)	Kampuchea	Registered	11258	11/12/98	11179	11/12/98	21
SBC	SBC (word mark)	Kampuchea	Registered	11260	11/12/98	11181	12/04/98	42

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SBC	SBC (word mark)	Kampuchea	Registered	11259	11/12/98	11259	12/04/98	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Kampuchea	Registered	11457	12/09/98	11454	03/02/99	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Kampuchea	Registered	11458	12/09/98	11455	03/02/99	30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Kampuchea	Registered	11459	12/09/98	11456	03/02/99	42
SBC	SBC & Logo	Kuwait	Pending	50128	05/22/01			42
SBC	SBC & Logo	Kuwait	Pending	50129	05/22/01			30
SBC	SBC & Logo	Kuwait	Pending	50130	05/22/01			21
SBC	SBC (word mark)	Kuwait	Pending	50125	05/22/01			21
SBC	SBC (word mark)	Kuwait	Pending	50126	05/22/01			30
SBC	SBC (word mark)	Kuwait	Pending	50127	05/22/01			42
SBC	SBC & Logo	Lebanon	Registered	77378	10/16/98	77368	01/01/00	21, 30 & 42
SBC	SBC & Logo	Lebanon	Registered		16OC1998	77378	10/16/98	21, 30 & 42
SBC	SBC (word mark)	Lebanon	Registered	77379	10/16/98	77379	10/16/98	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE (word mark)	Lebanon	Registered	77616	11/03/98	77616	11/03/98	21, 30 & 42
SBC	SBC & Logo	Macau	Registered	N/4919	08/16/99	N/4919	01/01/01	30
SBC	SBC & Logo	Macau	Registered	N/4920	08/16/99	N/4920	01/01/01	42
SBC	SBC (word mark)	Macau	Registered	N/4917	08/16/99	N/4917	01/01/01	30
SBC	SBC (word mark)	Macau	Registered	N/4918	08/16/99	N/4918	01/01/01	42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Macau	Registered	N/4921	08/16/99	N/4921	08/16/01	30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Macau	Registered	N/4922	08/16/99	N/4922	08/16/01	42
SBC	SBC	Malaysia	Pending	98010805	09/19/98			30
SBC	SBC	Malaysia	Pending	MA/10806/98	09/19/98			21
SBC	SBC & Logo	Malaysia	Pending	MA/10807/98	09/19/98			30
SBC	SBC & Logo	Malaysia	Pending	MA/10808/98	09/19/98			21
SBC	SBC (word mark)	Malaysia	Pending	MA/10805/98	09/19/98			30
SBC	SEATTLE'S BEST COFFEE	Malaysia	Pending	98/12733	11/03/98			30
SBC	SEATTLE'S BEST COFFEE	Malaysia	Pending	98/12734	11/03/98			21
SBC	SEATTLE'S BEST COFFEE (word mark)	Malaysia	Pending	MA/12733/98	11/03/98			30
SBC	SEATTLE'S BEST COFFEE (word mark)	Malaysia	Pending	MA/12734/98	11/03/98			21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Malaysia	Pending	99/03682	04/29/99			21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Malaysia	Pending	99/03683	04/29/99			30
SBC	SBC & Logo	Morocco/Casablanca	Registered	67434	10/07/98	67434	10/22/98	21, 30 & 42
SBC	SBC (word mark)	Morocco/Casablanca	Registered	67433	10/07/98	67433	10/22/98	21, 30 & 42

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
SBC	SEATTLE'S BEST COFFEE (word mark)	Morocco/Casablanca	Registered	67831	11/12/98	67831	11/12/98	21, 30 & 42
SBC	SBC	Morocco/Tangier	Registered	14247	30SE1998	14247	09/30/98	21, 30 & 42
SBC	SBC & Logo	Morocco/Tangier	Registered	14248	09/30/98	14248	09/30/98	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE (word mark)	Morocco/Tangier	Registered	14426	11/02/98	14426	11/02/98	21, 30 & 42
SBC	SBC & Logo	New Zealand	Registered	298433	09/18/98	298433	09/18/98	21
SBC	SBC & Logo	New Zealand	Registered	298434	09/18/98	298434	09/18/98	30
SBC	SBC & Logo	New Zealand	Registered	298435	09/18/98	298435	09/18/98	42
SBC	SBC (word mark)	New Zealand	Registered	298430	09/18/98	B298430	09/18/98	21
SBC	SBC (word mark)	New Zealand	Registered	298431	09/18/98	B298431	09/18/98	30
SBC	SBC (word mark)	New Zealand	Registered	298432	09/18/98	B298432	09/18/98	42
SBC	SEATTLE'S BEST COFFEE	New Zealand	Pending	626194	10/31/00			30
SBC	SEATTLE'S BEST COFFEE	New Zealand	Pending	626195	10/31/00			42
SBC	SEATTLE'S BEST COFFEE (word mark)	New Zealand	Registered	301802	11/25/98	301802	11/25/98	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	New Zealand	Registered	306016	03/04/99	306016	03/04/99	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	New Zealand	Registered	306017	03/04/99	306017	03/04/99	30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	New Zealand	Registered	306018	03/04/99	306018	03/04/99	42
SBC	SBC	Oman	Pending	18705	09/23/98			21
SBC	SBC	Oman	Pending	18706	09/23/98			30
SBC	SBC	Oman	Pending	18707	09/23/98			42
SBC	SBC & Logo	Oman	Pending	18708	09/23/98			21
SBC	SBC & Logo	Oman	Pending	18709	09/23/98			30
SBC	SBC & Logo	Oman	Pending	18710	09/23/98			42
SBC	SEATTLE'S BEST COFFEE (word mark)	Oman	Pending	19063	11/15/98			21
SBC	SEATTLE'S BEST COFFEE (word mark)	Oman	Pending	19064	11/15/98			30
SBC	SEATTLE'S BEST COFFEE (word mark)	Oman	Pending	19065	11/15/98			42
SBC	SBC	Panama	Registered	104583	28DE1999	104583	08/30/01	30
SBC	SBC (word mark)	Panama	Registered	104582	12/28/99	104582	12/28/99	21
SBC	SBC (word mark)	Panama	Registered	104584	12/28/99	104584	08/30/01	42
SBC	SEATTLE'S BEST COFFEE (word mark)	Panama	Registered	104585	12/28/99	104585	01/05/01	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Panama	Registered	104586	12/28/99	104586	01/05/01	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Panama	Registered	104587	12/28/99	104587	01/12/01	42
SBC	SBC	Philippines	Pending	4-1999-03608	05/21/99			21, 30 & 42
SBC	SBC & Logo	Philippines	Pending	4-1999-03609	05/21/99			21, 30 & 42
SBC	SEATTLE'S (Mark purchased from Wilson Chu)	Philippines	Registered	104837	12/27/95	4-1995-107171	09/28/00	30
SBC	SEATTLE'S BEST COFFEE	Philippines	Pending	4-1999-03825	06/02/99			21
SBC	SEATTLE'S BEST COFFEE	Philippines	Pending	4-1999-03826	06/02/99			30

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Brand	Mark	Country	Status	App #	App Date	Reg #	Reg Date	Class
SBC	SEATTLE'S BEST COFFEE	Philippines	Pending	4-1999-03827	06/02/99			42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Philippines	Pending	4-1999-03610	05/21/99			21, 30 & 42
SBC	SBC	Poland	Pending	Z-203076	06/09/99			21, 30 & 42
SBC	SBC & Logo	Poland	Pending	Z-203073	06/09/99			21, 30 & 42
SBC	SEATTLE'S BEST COFFEE	Poland	Pending	Z-203074	06/09/99			21, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Poland	Pending	Z-203075	06/09/99			21, 30 & 42
SBC	SBC	Qatar	Pending	19371	09/20/98			42
SBC	SBC	Qatar	Pending	19373	09/20/98			30
SBC	SBC	Qatar	Pending	19375	09/20/98			21
SBC	SBC & Logo	Qatar	Pending	19370	09/20/98			42
SBC	SBC & Logo	Qatar	Pending	19372	09/20/98			30
SBC	SBC & Logo	Qatar	Pending	19374	09/20/98			21
SBC	SEATTLE'S BEST COFFEE (word mark)	Qatar	Pending	19651	11/05/98			21
SBC	SEATTLE'S BEST COFFEE (word mark)	Qatar	Pending	19652	11/05/98			30
SBC	SEATTLE'S BEST COFFEE (word mark)	Qatar	Pending	19653	11/05/98			42
SBC	SBC & Logo	S. Korea	Registered	1539/1998	11/23/98	1573	08/14/00	21, 30 & 42
SBC	SBC & Oval Logo	S. Korea	Registered			10512	11/07/89	112
SBC	SBC & Oval Logo	S. Korea	Registered			180700	10/06/98	5
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	S. Korea	Registered	1540/1998	11/23/98	1428	07/06/00	21, 30 & 42
SBC	SEATTLE'S BEST SBC AND DESIGN	S. Korea	Registered			421489	09/16/98	5
SBC	STEWART BROTHERS COFFEE	S. Korea	Registered			10511	11/07/89	30
SBC	SBC & Logo	Saudi Arabia	Registered	46760	11/21/98	505/11	11/06/99	21
SBC	SBC & Logo	Saudi Arabia	Registered	46762	11/21/98	505/19	11/06/99	42
SBC	SBC & Logo	Saudi Arabia	Registered	46761	11/21/98	505/20	11/06/99	30
SBC	SBC (word mark)	Saudi Arabia	Registered	46758	11/21/98	505/10	11/06/99	30
SBC	SBC (word mark)	Saudi Arabia	Registered	46757	11/21/98	505/17	11/06/99	21
SBC	SBC (word mark)	Saudi Arabia	Registered	46759	11/21/98	505/18	11/06/99	42
SBC	SEATTLE'S BEST COFFEE (word mark)	Saudi Arabia	Registered	46793	11/22/98	520/18	01/01/00	21
SBC	SEATTLE'S BEST COFFEE (word mark)	Saudi Arabia	Registered	46794	11/22/98	520/20	01/01/00	30
SBC	SEATTLE'S BEST COFFEE (word mark)	Saudi Arabia	Registered	46795	11/22/98	520/32	01/01/00	42
SBC	SBC	Singapore	Registered	T98/09923D	10/02/98	T98/09923D	10/02/98	30
SBC	SBC & Logo	Singapore	Registered	S/9925/98	10/02/98	T98/09925J	01/01/00	21
SBC	SBC & Logo	Singapore	Registered	S/9927/98	10/02/98	T98/09927G	01/01/00	42
SBC	SBC & Logo	Singapore	Registered	T98/09926I	10/02/98	T98/09926I	10/02/98	30
SBC	SBC (word mark)	Singapore	Registered	S/9922/98	10/02/98	T98/09922F	01/01/00	21
SBC	SBC (word mark)	Singapore	Registered	S/9924/98	10/02/98	T98/09924B	01/01/00	42

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Brand	Mark	Country	Status	App. #	App. Date	Reg. #	Reg. Date	Class
SBC	SEATTLE'S BEST COFFEE	Singapore	Pending	T98/10969H	11/02/98			21
SBC	SEATTLE'S BEST COFFEE	Singapore	Pending	T98/10970A	11/02/98			30
SBC	SEATTLE'S BEST COFFEE	Singapore	Pending	T98/10971Z	11/02/98			42
SBC	SEATTLE'S BEST COFFEE (word mark)	Singapore	Pending	S/10969/68	11/02/98			21
SBC	SEATTLE'S BEST COFFEE (word mark)	Singapore	Pending	S/10970/98	11/02/98			30
SBC	SEATTLE'S BEST COFFEE (word mark)	Singapore	Pending	S/10971/98	11/02/98			42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Singapore	Pending	T99/04444A	04/30/99			21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Singapore	Pending	T99/04445Z	04/30/99			30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Singapore	Pending	T99/04446H	04/30/99			42
SBC	SEATTLE'S BEST COFFEE	South Africa	Pending	2000/01508	02/01/00			21
SBC	SEATTLE'S BEST COFFEE	South Africa	Pending	2000/01509	02/01/00			30
SBC	SEATTLE'S BEST COFFEE	South Africa	Pending	2000/01510	02/01/00			42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	South Africa	Pending	2000/01511	02/01/00			21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	South Africa	Pending	2000/01512	02/01/00			30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	South Africa	Pending	2000/01513	02/01/00			42
SBC	SBC & Logo	Switzerland	Registered	7942/1998	09/25/98	459360	03/09/99	21, 30 & 42
SBC	SBC (word mark)	Switzerland	Registered	7943/1998	09/25/98	459302	03/04/99	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Switzerland	Pending	10209/1998	12/09/98			21, 30 & 42
SBC	SBC	Taiwan	Pending	86044113	08/26/97			30
SBC	SBC & Logo	Taiwan	Pending	8755411	11/17/98			30
SBC	SBC & Logo	Taiwan	Registered	8748005	09/30/98	874158	11/01/99	21
SBC	SBC & Logo	Taiwan	Registered	8748004	09/30/98	S117619	11/01/99	42
SBC	SBC (word mark)	Taiwan	Registered	8604410	08/26/97	108874	04/16/99	42
SBC	SBC (word mark)	Taiwan	Registered	8748006	09/30/98	874074	11/01/99	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Taiwan	Pending	86044112	08/26/97			30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Taiwan	Pending	86044114	08/26/97			42
SBC	SBC	Thailand	Registered	371767	10/13/98	Kor8481	10/13/98	42
SBC	SBC & Logo	Thailand	Registered	371768	10/13/98	Kor102266	10/13/98	21
SBC	SBC & Logo	Thailand	Registered	371769	10/13/98	Kor102792	10/13/98	30
SBC	SBC & Logo	Thailand	Registered	371770	10/13/98	Kor8613	10/13/98	42

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Brand	Mark	Country	Status	Apl#	App. Date	Reg#	Reg. Date	Class
SBC	SBC (word mark)	Thailand	Registered	371764	10/13/98	Bor8481	01/01/00	42
SBC	SBC (word mark)	Thailand	Registered	371766	10/13/98	Kor102144	10/13/98	30
SBC	SBC (word mark)	Thailand	Registered	371765	10/13/98	Kor102411	10/13/98	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Thailand	Registered	375106	11/24/98	Kor101995	11/24/98	30
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Thailand	Registered	375105	11/24/98	Kor102171	11/24/98	21
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	Thailand	Registered	375107	11/24/98	Kor9256	11/24/98	42
SBC	SBC & Logo	Tunisia	Registered	none	10/05/98	EE981553	10/05/98	21, 30 & 42
SBC	SBC (word mark)	Tunisia	Registered	none	10/05/98	EE981554	10/05/98	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE	Tunisia	Registered		08DE1998		12/08/98	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE (word mark)	Tunisia	Registered	n/a	12/08/98	EE981921	12/08/98	21, 30 & 42
SBC	SBC P/D	Turkey	Registered	1999/22058	17DE1999	1999/22058	12/17/99	21, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE P/D	Turkey	Pending	1999/22060	12/17/99			21, 30 & 42
SBC	SBC & Logo	UAE	Pending	29095	11/23/98			21
SBC	SBC & Logo	UAE	Pending	29096	11/23/98			30
SBC	SBC & Logo	UAE	Pending	29097	11/23/98			42
SBC	SBC (word mark)	UAE	Registered	29092	11/23/98	21951	08/17/99	21
SBC	SBC (word mark)	UAE	Registered	29093	11/23/98	21952	08/17/99	30
SBC	SBC (word mark)	UAE	Registered	29094	11/23/98	21953	08/17/99	42
SBC	SEATTLE'S BEST COFEE (word mark)	UAE	Pending	29099	11/23/98			30
SBC	SEATTLE'S BEST COFEE (word mark)	UAE	Pending	29100	11/23/98			42
SBC	SEATTLE'S BEST COFEE (word mark)	UAE	Registered	29098	11/23/98	27920	07/16/01	21
SBC	SBC & DESIGN	United Kingdom	Registered			1514799	10/03/92	30
SBC	SBC & DESIGN	United Kingdom	Registered			1516327	10/16/92	42
SBC	6TH AVENUE BISTRO	United States	Registered	75/592990	11/20/98	2434005	03/06/01	30
SBC	BEACH HOUSE BLEND	United States	Registered	75/642124	02/17/99	2332006	03/21/00	30
SBC	ESPRESSO CHILL	United States	Registered	75/083592	06/10/97	2143275	03/10/98	30
SBC	HENRY'S BLEND (word mark)	United States	Registered	75/134833	07/16/96	2106718	10/21/97	30
SBC	JAVANILLA (word mark)	United States	Registered	75/359907	09/19/97	2296622	11/11/99	30
SBC	PERFECT MEASURES (word mark)	United States	Pending	78/064,225	05/17/01			30
SBC	PORTSIDE BLEND	United States	Registered	75/125203	06/25/96	2152996	04/21/98	30
SBC	POST ALLEY BLEND	United States	Registered	75/124893	06/25/96	2152995	04/21/98	30
SBC	SATURDAY'S BLEND (word mark)	United States	Registered	75/124892	06/25/96	2126728	01/06/98	30
SBC	SBC & Oval Logo	United States	Registered	720423	04/04/98	1557057	09/19/89	30 & 42
SBC	SBC (WORD MARK)	United States	Registered	74/564538	08/23/94	1923926	10/03/95	30 & 42

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Brand	Mark	Country	Status	App.	App. Date	Reg.	Reg. Date	Class
SBC	SBC SEATTLE'S BEST FRESH ROASTED COFFEE SINCE 1970 & Design	United States	Registered	74/612327	12/19/94	2067576	06/03/97	30 & 42
SBC	SEASON'S CHOICE	United States	Pending	78/123691	04/24/02			30
SBC	SEATTLE'S BEST COFFEE	United States	Registered	74/512653	04/14/94	1910161	08/08/95	25, 30 & 42
SBC	SEATTLE'S BEST COFFEE BOLD FLAVOR SMOOTH TASTE & Design	United States	Registered	75/233799	01/30/97	2127370	01/06/98	30 & 42
SBC	SEATTLE'S BEST COFFEE COFFEE HOUSE SWEETS (word mark)	United States	Registered	75/251804	03/04/97	2181496	08/11/98	30
SBC	TAZZA D'ORO (word mark) - translated "Gold Cup"	United States	Registered	74/220905	11/08/91	2190146	09/22/98	30
SBC	TIERRA MADRE	United States	Registered	74/220906	11/08/91	1716205	09/15/92	30
SBC	BEACH HOUSE BLEND P/D	United States	Pending	76/340,842	11/21/01			30
SBC	SBC BRANDED SMASHERS	United States	Pending	78/060607	04/26/01			30
SBC	SEATTLE'S BEST BLEND	United States	Pending	76/255693	05/11/01			30
SBC	TIERRA VERDE	United States	Pending	78/003625	04/11/00			30
SBC	TWILIGHT	United States	Pending	76/037035	04/28/00			30
SBC	X-TEA	United States	Pending	76/202904	01/31/01			30
SBC	ZOOMO'S	United States	Pending	76/340,821	11/21/01			30
SBC	SEATTLE CITY COFFEE plus design	Unites States	Registered	75-161298	09/05/96	2099245	09/23/97	42
SBC	SBC & Logo	Vietnam	Registered	N982878	10/13/98	32 809	12/13/99	21, 30 & 42
SBC	MOCHA COOLER	Washington St.	Registered			20998	11/15/91	35
SBC	TIERRA MADRE	Washington St.	Registered			20972	11/08/91	30
TI	TORREFAZIONE ITALIA + DESIGN	Canada	Registered	784392	06/06/95	497346	07/17/98	42
TI	TORREFAZIONE ITALIA & Logo	European Community	Registered	540369	05/22/97	540369	01/04/00	21, 30 & 42
TI	TORREFAZIONE ITALIA AND DESIGN	Japan	Registered	627/1997	01/07/97	4283112	06/11/99	30
TI	TORREFAZIONE ITALIA AND DESIGN	Japan	Registered	628/1997	01/07/97	4305700	08/13/99	42
TI	TORREFAZIONE ITALIA & Design	S. Korea	Registered	995/1998	08/13/99	440	10/04/99	30 & 42
TI	TORREFAZIONE ITALIA (word mark)	S. Korea	Registered	994/1998	08/13/98	439	10/04/99	30 & 42
TI	TORREFAZIONE ITALIA & Design	Taiwan	Pending	8828940	06/14/99			21
TI	TORREFAZIONE ITALIA & DESIGN	Taiwan	Registered	86044111	08/26/97	119224	12/01/99	42
TI	TORREFAZIONE ITALIA (word mark)	Taiwan	Pending	8827598	06/07/99	971308		21
TI	TORREFAZIONE ITALIA (word mark)	Taiwan	Pending	8827599	06/07/99			30
TI	TORREFAZIONE ITALIA (word mark)	Taiwan	Pending	8827600	06/07/99			42
TI	SARDEGNA	United States	Registered	75/126610	06/27/96	2157465	05/12/98	30
TI	TORREFAZIONE ITALIA	United States	Registered	73/833097	10/23/89	1604869	07/03/90	30
TI	TORREFAZIONE ITALIA	United States	Registered	74/608063	12/06/94	2018671	11/26/96	42
TI	TORREFAZIONE ITALIA AND DESIGN	United States	Registered	74/607433	12/06/94	2051810	04/15/97	42
TI	TORREFAZIONE ITALIA DESIGN	United States	Registered	73/833245	10/23/89	1599769	06/05/90	30
TI	MILANO BLEND	United States	Pending	76/178156	12/11/00			30
TI	MONTECATINI DECAF	United States	Pending	76/178158	12/11/00			30

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Brand	Mark	Country	Status	App	App Date	Reg	Reg Date	Class
TI	NAPOLI BLEND	United States	Pending	76/177815	12/11/00			30
TI	PALERMO BLEND	United States	Pending	76/178155	12/11/00			30
TI	PERUGIA BLEND	United States	Pending	76/178157	12/11/00			30
TI	ROMA BLEND	United States	Pending	76/178159	12/11/00			30
TI	VENEZIA BLEND	United States	Pending	76/178154	12/11/00			30
TI	WARMTH OF ITALY	United States	Pending	78/060585	04/26/01			30 & 42
TI	MILANO	Washington St.	Registered			20229	11/27/90	30
TI	MONTECATINI	Washington St.	Registered			20233	11/27/90	30
TI	NAPOLI	Washington St.	Registered			20234	11/27/90	30
TI	PALERMO	Washington St.	Registered			20231	11/27/90	30
TI	PERUGIA	Washington St.	Registered			20230	11/27/90	30
TI	ROMA	Washington St.	Registered			20228	11/27/90	30
TI	VENEZIA	Washington St.	Registered			20232	11/27/90	30

RECORDED: 07/21/2003

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