

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTM, Inc.		07/13/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	RTM Management Company, LLC		
Street Address:	5995 Barfield Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	limited liability company: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2072681	RTM	
Registration Number:	2013605	RTM RESTAURANT GROUP	
Registration Number:	2013639	RTM RESTAURANT GROUP	
Serial Number:	78596379	RESULTS THROUGH MOTIVATION	
CORRESPONDENCE DATA			
Fax Number:	(404)853-8806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-853-8000		
Email:	julie.murphy@sablaw.com		
Correspondent Name:	Julie Murphy		
Address Line 1:	999 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
NAME OF SUBMITTER:	Peter G. Pappas		
Signature:	/Peter G. Pappas/		

CH \$115.00 2072681

Date:

07/22/2005

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 3rd day of July, 2005, by and between RTM, Inc., a Georgia corporation, and RTM Restaurant Group, Inc., a Georgia corporation, each having an address at 5995 Barfield Road, NE, Atlanta, Georgia 30328 (collectively, "Assignor"), and RTM Management Company, L.L.C., a Georgia limited liability company, having an address at 5995 Barfield Road, NE, Atlanta, Georgia 30328 ("Assignee"), as follows:

WHEREAS, Assignor has adopted, used and is using the registered and common law trademarks and service marks set forth on Exhibit A ("Assigned Marks"; the Assigned Marks that are identified in Exhibit A as being the subject of a current United States trademark or service mark registration are referred to as the "Registered Marks"); and


WHEREAS, Assignor is willing to assign certain of Assignor's right, title and interest in and to the Assigned Marks, including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept such assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Marks. Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on the Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

Assignor covenants not to use or display the Assigned Marks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2. Further Assurances. Assignor shall execute and deliver such further instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks to Assignee. In furtherance, and not in limitation,



of the foregoing, Assignor agrees:

- (a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Marks;
- (b) To provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Marks; and
- (c) To perform any other acts deemed necessary to carry out the intent of this Agreement.

Assignee is hereby authorized to record the form of transfer acknowledgment attached hereto as Exhibit B in the U.S. Patent and Trademark Office and any state's trademark office with respect to each Assigned Mark that is registered in such office.

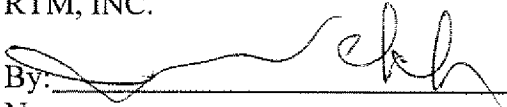
4. Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

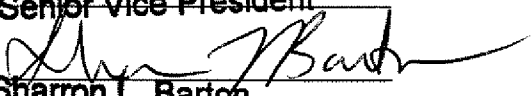
[Signatures begin on following page.]



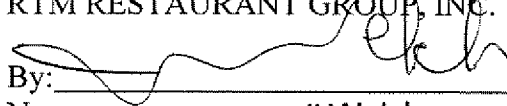
IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.


RTM, INC.

By: 
Name: J. Russell Welch
Its: Senior Vice President

By and Attest: 
Name: Sharron L. Barton
Its: Chief Administrative Officer
and Secretary

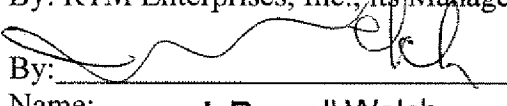
RTM RESTAURANT GROUP, INC.

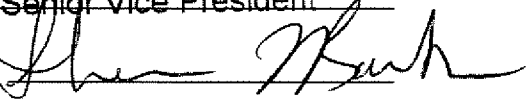
By: 
Name: J. Russell Welch
Its: Senior Vice President

By and Attest: 
Name: Sharron L. Barton
Its: Chief Administrative Officer
and Secretary

RTM MANAGEMENT COMPANY, L.L.C.

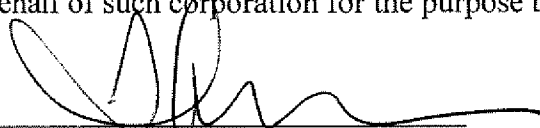
By: RTM Enterprises, Inc., its Manager

By: 
Name: J. Russell Welch
Its: Senior Vice President

By and Attest: 
Name: Sharron L. Barton
Its: Chief Administrative Officer
and Secretary

State of Georgia)
)
County of Fulton)

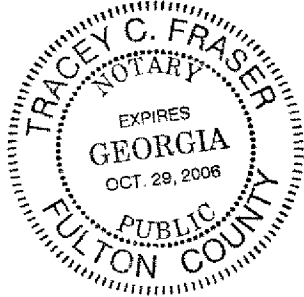
Before me this 13th day of July, 2005, personally appeared J. Russell Welch and Sharon Burton known to me to be the duly authorized Sr. VP and COO & Sec., respectively, of the corporation on whose behalf such individuals executed the foregoing assignment instrument, and each acknowledged to me that he or she executed it as a free act on behalf of such corporation for the purpose therein expressed.



Notary Public
State of Georgia

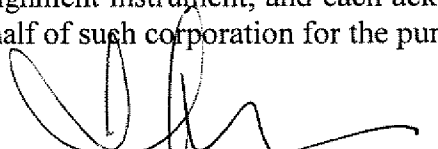
My Commission Expires: 10/29/06

[SEAL]



State of Georgia)
)
County of Fulton)

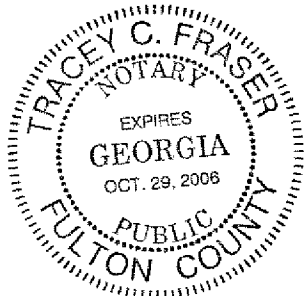
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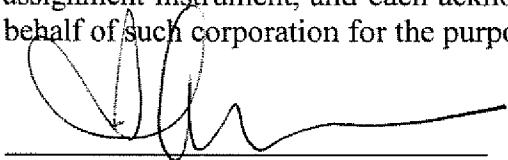
My Commission Expires: 10/29/06

[SEAL]



State of Georgia)
)
County of Fulton)

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behalf of such corporation for the purpose therein expressed.



Notary Public
State of Georgia

My Commission Expires: 10/29/06

[SEAL]



ASSIGNED MARKS

<u>U.S. Trademarks</u>	<u>Application No.</u>	<u>Registration No.</u>
1. RTM	75/009,198	2,072,681
2. RTM RESTAURANT GROUP	75/009,184	2,013,605
3. RTM RESTAURANT GROUP and Design	75/012,482	2,013,639
4. RESULTS THROUGH MOTIVATION	78/596,379	Not issued

Trade Names

1. RTM

Service Marks

1. Results Through Motivation

MEMORANDUM OF ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, RTM, Inc., a Georgia corporation, and RTM Restaurant Group, Inc., a Georgia corporation, each having an address at 5995 Barfield Road, NE, Atlanta, Georgia 30328 (collectively, "Assignor"), HEREBY GRANT AND ASSIGN TO RTM Management Company, L.L.C., a Georgia limited liability company, having an address at 5995 Barfield Road, NE, Atlanta, Georgia 30328 ("Assignee"), all right, title and interest whatsoever, throughout the world in and to the registered marks identified in Schedule A hereto ("Assigned Marks"), to the full extent of the scope of use therein described, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks and the right to sue for all past, present and future infringements of the Assigned Marks, in perpetuity (or for the longest period of time otherwise permitted by law).

TO HAVE AND TO HOLD THE SAME, UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, FOR THE FULL DURATION OF ALL SUCH RIGHTS, AND ANY RENEWALS OR EXTENSIONS THEREOF.

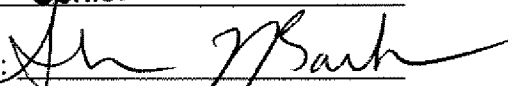
This Assignment is made pursuant to that certain Trademark Assignment Agreement between Assignor and Assignee dated as of July 13, 2005.

[Signatures begin on next page.]

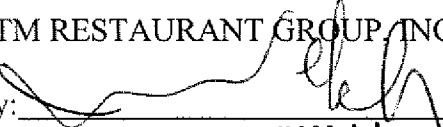
IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of this 13th day of July, 2005.


RTM, INC.

By: 
Name: J. Russell Welch
Its: Senior Vice President

By and Attest: 
Name: Sharron L. Barton
Its: Chief Administrative Officer
and Secretary

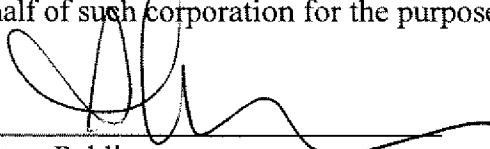
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By: 
Name: J. Russell Welch
Its: Senior Vice President

By and Attest: 
Name: Sharron L. Barton
Its: Chief Administrative Officer
and Secretary

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)
County of Fulton)

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State of Georgia

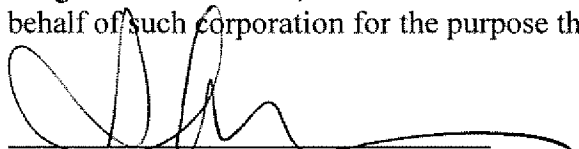
My Commission Expires: 10/29/06

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Notary Public
State of Georgia

My Commission Expires: 10/29/06

[SEAL]



SCHEDULE A
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