

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/13/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RTM, Inc.		07/13/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Arby's Foundation, Inc.
Street Address:	1000 Corporate Drive
City:	Ft. Lauderdale
State/Country:	FLORIDA
Postal Code:	33334-3651
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2500086	CHEFS SKINS GAME
Registration Number:	2500087	CHEFS SKINS GAME BOYS & GIRLS CLUB OF METRO ATLANTA
Registration Number:	2215438	MAYOR'S CUP

CORRESPONDENCE DATA

Fax Number: (202)637-3593
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-383-0100
 Email: eteas@sablaw.com
 Correspondent Name: Elisabeth A. Langworthy, Esq.
 Address Line 1: 1275 Pennsylvania Ave, NW
 Address Line 2: Sutherland Asbill & Brennan LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2415

NAME OF SUBMITTER:	Elisabeth A. Langworthy
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Signature:	/EALangworthy/
Date:	07/25/2005
Total Attachments: 9 source=dwoodassignment#page1.tif source=dwoodassignment#page2.tif source=dwoodassignment#page3.tif source=dwoodassignment#page4.tif source=dwoodassignment#page5.tif source=dwoodassignment#page6.tif source=dwoodassignment#page7.tif source=dwoodassignment#page8.tif source=dwoodassignment#page9.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 21st day of July, 2005, by and between RTM, Inc., a Georgia corporation, having an address at 5995 Barfield Road, NE, Atlanta, Georgia 30328 ("Assignor"), and Arby's Foundation, Inc., a Georgia corporation, having an address at 1000 Corporate Drive, Ft. Lauderdale, Florida 33334-3651 ("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.

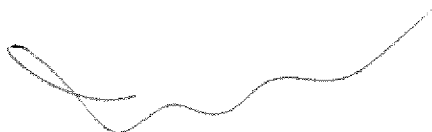
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

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:

AO 1330671.2



TRADEMARK
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(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.

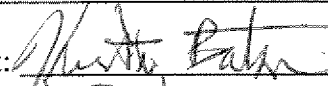
RTM, INC.

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

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

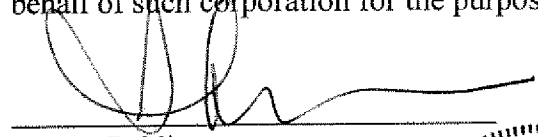
ARBY'S FOUNDATION, INC.

By: 
Name: Doug Beutman
Its: Chairman

By and Attest: 
Name: Krista Barton
Its: _____

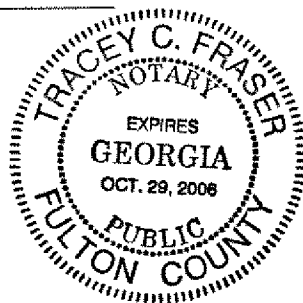
State of Georgia)
)
County of Fulton)

Before me this 13th day of July, 2005, personally appeared J. Russell Welch and Sharon Barton 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

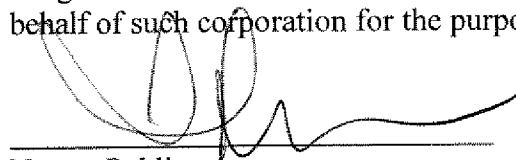
[SEAL]



My Commission Expires: 10/29/06

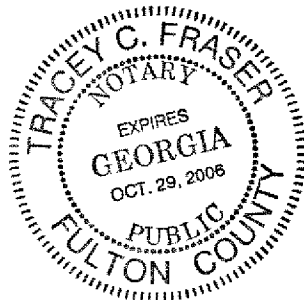
State of Georgia)
)
County of Fulton)

Before me this 13th day of July, 2005, personally appeared J. Russell Welch and Sharon Barton 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

[SEAL]



My Commission Expires: 10/29/06

State of Georgia)
)
County of Fulton)

Before me this ____ day of _____, 2005, personally appeared _____ and _____, known to me to be the duly authorized _____ and _____, 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.

My Commission Expires: _____

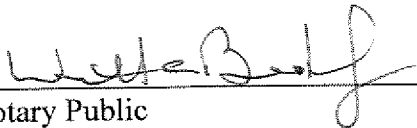
Notary Public
State of Georgia

[SEAL]

State of Georgia)
)
County of Fulton)

Before me this 22 day of July, 2005, personally appeared Doug BENTHAM and Krista Barton known to me to be the duly authorized Chairman and _____, 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.

My Commission Expires: 10/20/06


Notary Public
State of Georgia

[SEAL]

ASSIGNED MARKS

<u>U.S. Trademarks</u>	<u>Registration No.</u>	<u>Renewal Date</u>
1. CHEFS SKIN GAME BOYS & GIRLS CLUB OF METRO ATLANTA	2,500,086	10/23/2011
2. CHEFS SKIN GAME and Design	2,500,087	10/23/2011
3. MAYOR'S CUP	2,215,438	12/29/2008

MEMORANDUM OF ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, RTM, Inc., a Georgia corporation, having an address at 5995 Barfield Road, NE, Atlanta, Georgia 30328 ("Assignor"), HEREBY GRANTS AND ASSIGNS TO Arby's Foundation, Inc., a Georgia corporation, having an address at 1000 Corporate Drive, Ft. Lauderdale, Florida 33334-3651 ("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: [Signature]
Name: J. Russell Welch
Its: Senior Vice President

By and Attest: [Signature]
Name: Sharon 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 Barton known to me to be the duly authorized Sr. VP and CAO & 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.

[Signature]
Notary Public
State of Georgia

My Commission Expires: 10/29/06

[SEAL]



SCHEDULE A
ASSIGNED MARKS

<u>U.S. Trademarks</u>	<u>Registration No.</u>	<u>Renewal Date</u>
1. CHEFS SKIN GAME BOYS & GIRLS CLUB OF METRO ATLANTA	2,500,086	10/23/2011
2. CHEFS SKIN GAME and Design	2,500,087	10/23/2011
3. MAYOR'S CUP	2,215,438	12/29/2008