

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arby's Restaurant Group, Inc.		07/25/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2311506	DREAM BIG. WORK HARD. GET IT DONE. PLAY FAIR. HAVE FUN. MAKE A DIFFERENCE.	
Registration Number:	1887611	TWO MENUS, ONE ROOF.	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2028350240		
Email:	daved.alexander@thomson.com		
Correspondent Name:	Thomson CompuMark		
Address Line 1:	1750 K St NW		
Address Line 2:	Ste 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Daved Alexander		
Signature:	/Daved Alexander/		
Date:	08/09/2005		

CH \$65.00 2311506

900029809

TRADEMARK
REEL: 003137 FRAME: 0504

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2005, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Citicorp North America, Inc. ("**CNAI**"), as agent for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 25, 2005, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Arby's Restaurant Group, Inc., a Delaware corporation ("**Borrower**"), Arby's Restaurant Holdings, LLC, a Delaware limited liability company ("**Co-Borrower**" and together with Borrower, "**Borrowers**"), Triarc Restaurant Holdings, LLC, a Delaware limited liability company, the Lenders and Issuer party thereto and CNAI, as administrative agent for the Lenders and the Issuer (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties referred to therein (in such capacity, the "**Collateral Agent**"), Banc of America Securities, LLC and Credit Suisse, Cayman Islands Branch, as co-syndication agents for the Lenders and Issuer, and Wachovia and SunTrust Bank, as co-documentation agents for the Lenders and Issuer, the Lenders and the Issuer have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than Borrower are party to the Guaranty pursuant to which they have guaranteed the Secured Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuer and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuer to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent

for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto, other than intent-to-use applications until such applications mature into registered trademarks;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARBY'S RESTAURANT HOLDINGS, LLC
As Grantor

By: 

Name:

Title:

Jeffrey D. Williams

Vice President

Associate General Counsel

TRIARC RESTAURANT HOLDINGS, LLC
As Grantor

By: 

Name:

Title:

ARBY'S RESTAURANT GROUP, INC.
As Grantor

By: 

Name:

Title:

ARBY'S RESTAURANT, LLC
As Grantor

By: 

Name:

Title:

ARBY'S, LLC
As Grantor

By: 

Name:

Title:

[Trademark Security Agreement]

ARBY'S HOLDINGS, LLC

As Grantor

By: 

Name:

Jeffrey B. Evans

Title:

Vice President
Associate General Counsel

ARBY'S FINANCE, LLC

As Grantor

By: 

Name:

Title:

ARBY'S FRANCHISE TRUST

As Grantor

By: 

Name:

Title:

ARBY'S BRANDS, LLC

As Grantor

By: 

Name:

Title:

ARBY'S IP HOLDER TRUST

As Grantor

By: 

Name:

Title:

[Trademark Security Agreement]

ARBY'S BUILDING AND CONSTRUCTION CO.
As Grantor

By: 

Name:

Title:

Jeffrey B. Brams
Vice President
Associate General Counsel

ARHC, LLC
As Grantor

By: 

Name:

Title:

SYBRA, INC.
As Grantor

By: 

Name:

Title:

SYBRA OF CONNECTICUT, INC.
As Grantor

By: 

Name:

Title:

RTMMC ACQUISITION, LLC
As Grantor

By: 

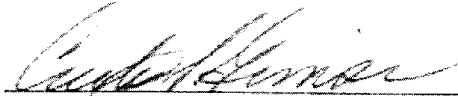
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Title:

[Trademark Security Agreement]

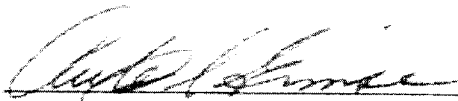
RTM ACQUISITION COMPANY, L.L.C.

As Grantor

By: 
Name:
Title:


RTM, INC.

As Grantor

By: 
Name:
Title:


RTM ALABAMA, INC.

As Grantor

By: 
Name:
Title:

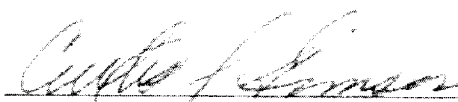
RTM BLUE RIDGE, INC.

As Grantor

By: 
Name:
Title:

RTM CENTRAL FLORIDA, INC.


As Grantor

By: 
Name:
Title:

[Trademark Security Agreement]


RTM DEVELOPMENT COMPANY

As Grantor

By: 
Name:
Title:


RTM ENTERPRISES, INC.

As Grantor

By: 
Name:
Title:


RTM GEORGIA, INC.

As Grantor

By: 
Name:
Title:

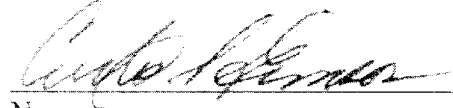
RTM GULF COAST, INC.

As Grantor

By: 
Name:
Title:

RTM HOLDING COMPANY, INC.


As Grantor

By: 
Name:
Title:

[Trademark Security Agreement]

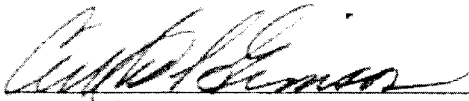
RTM INDIANAPOLIS, INC.

As Grantor

By: 
Name:
Title:


RTM KANSAS, INC.

As Grantor

By: 
Name:
Title:


RTM MID-AMERICA, INC.

As Grantor

By: 
Name:
Title:

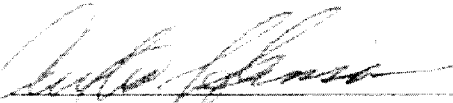
RTM NORTH TEXAS, INC.

As Grantor

By: 
Name:
Title:

RTM OPERATING COMPANY


As Grantor

By: 
Name:
Title:

[Trademark Security Agreement]


RTM PARTNERS, INC.

As Grantor

By: 
Name:
Title:


RTM PORTLAND, INC.

As Grantor

By: 
Name:
Title:


RTM SAVANNAH, INC.

As Grantor

By: 
Name:
Title:


RTM SEA-TAC, INC.

As Grantor

By: 
Name:
Title:


RTM SOUTHWEST TEXAS, INC.

As Grantor

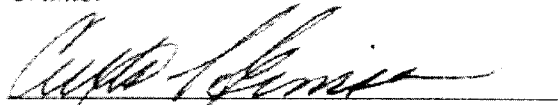
By: 
Name:
Title:

[Trademark Security Agreement]

RTM VENTURES, INC.
As Grantor

By: 
Name: _____
Title: _____

RTM WEST, INC.
As Grantor

By: 
Name: _____
Title: _____


RTMSC, INC.
As Grantor

By: 
Name: _____
Title: _____

FRANCHISE ASSOCIATES, INC.
As Grantor

By: 
Name: _____
Title: _____

RTM SOUTHWEST TEXAS, INC.
As Grantor

By: 
Name: _____
Title: _____

[Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Name:
Title:

[Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

OWNER	REGISTRATION NUMBER	TRADEMARK
RTM, Inc.	2311506	Dream Big, Work Hard. Get it Done. Play Fair. Have Fun. Make A Difference
RTM, Inc.	1887611	Two Menus, One Roof

B. TRADEMARK APPLICATIONS

None.