

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QIP Holder LLC		05/05/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P.
<b>Street Address:</b>	c/o Goldman, Sachs & Co., 30 Hudson St., 17th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BERMUDA

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2798072	CRUSTINO'S
Registration Number:	2921118	MMMM...TOASTY
Registration Number:	2892389	MMMM...TOASTY
Registration Number:	2826894	MR. QUIZ KNOWZ
Registration Number:	2755921	MR. QUIZ KNOWZ
Registration Number:	2540306	OVEN TOASTED TASTES BETTER
Registration Number:	2714443	Q
Registration Number:	2722381	Q
Registration Number:	2945298	Q
Registration Number:	2694703	Q BREAKFAST
Registration Number:	2694702	Q BREW
Registration Number:	2866741	QPOS
Registration Number:	2765143	QUIZ KIDZ

OP \$815.00 2798072

Registration Number:	3013409	QUIZNOS
Registration Number:	2728066	QUIZNOS
Registration Number:	2820292	QUIZNOS
Registration Number:	1317421	QUIZNO'S
Registration Number:	1716834	QUIZNO'S
Registration Number:	2086598	QUIZNO'S EXPRESS CLASSIC SUBS
Registration Number:	2843107	QUIZNOS SUB
Registration Number:	3013410	QUIZNOS SUB
Registration Number:	2228680	QUIZNO'S SUBS OVEN BAKED CLASSICS
Registration Number:	2468324	SMOOTHIE Q
Registration Number:	2466397	SMOOTHIE Q
Registration Number:	2901076	TOASTY
Registration Number:	2743992	TURBO TURKEY SUB
Registration Number:	2727950	WHAMMY HAMMY SUB
Serial Number:	78590904	BA-BING!
Serial Number:	78634774	MMMM...MONEY
Serial Number:	78604444	MMMM..TASTY
Serial Number:	78634736	OVEN MMMM...TOASTED
Serial Number:	78604443	OVEN-TOASTY

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0539 (1ST LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	05/05/2006

Total Attachments: 39  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 5, 2006 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Goldman Sachs Credit Partners L.P. ("GSCP"), as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, QCE LLC, a Delaware limited liability company (the "Borrower"), has entered into a Credit Agreement, dated as of May 5, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with QCE FINANCE LLC, a Delaware limited liability company ("Holdco"), the Lenders party thereto from time to time, GSCP, as Administrative Agent, DEUTSCHE BANK SECURITIES INC. ("DB"), as syndication agent (in such capacity, together with its successors and assigns, the "Syndication Agent"), CREDIT SUISSE SECURITIES (USA) LLC, BNP PARIBAS SECURITIES CORP., and WACHOVIA BANK, N.A. as co-documentation agents (in such capacity, together with their respective successors and assigns, the "Co-Documentation Agents"), and GSCP and DB as joint lead arrangers and joint bookrunners (in each such capacity, together with their respective successors and assigns, the "Joint Lead Arrangers");

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 5, 2006, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the ratable benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Collateral Agreement) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Collateral Agreement):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without

limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.


SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


QIP HOLDER LLC

By:   
Name: Patrick E. Meyers  
Title: Executive Vice President and Secretary

SOURCE ONE DISTRIBUTION LLC

By: \_\_\_\_\_  
Name: Scott O'Hara  
Title: President

THE QUIZNO'S MASTER LLC

By:   
Name: Patrick E. Meyers  
Title: Executive Vice President and Secretary

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)

**TRADEMARK**  
**REEL: 003304 FRAME: 0093**

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

QIP HOLDER LLC

By: \_\_\_\_\_  
Name:  
Title:

SOURCE ONE DISTRIBUTION LLC

By: \_\_\_\_\_  
Name:  
Title: *Max*

THE QUIZNO'S MASTER LLC

By: \_\_\_\_\_  
Name:  
Title:

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)



**UNITE STATES**  
**SCHEDULE TO INTELLECTUAL PROPERTY AGREEMENT**

UNITED STATES  
 PATENT AND TRADEMARK OFFICE  
 Registration

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OWNER	REGISTERED NUMBER	DESCRIPTION
Holder LLC	6,467,460	SECURITY SYSTEM
Holder LLC	6,467,467	SECURITY SYSTEM
Holder LLC	6,467,468	SECURITY SYSTEM

Applicant:  
 Holder LLC

AP

OWNER	REGISTERED NUMBER	DESCRIPTION
Holder LLC	60,719,062	Enterprise Polling System
Holder LLC	60,719,062	Enterprise Polling System





REGISTERED IN FULL  
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MARK	CLASS & GOODS	APPL NO	APPL DATE	REG NO	REG DATE	REG STATUS	REG EXPIRES	REG OWNER
	CLASS 30 - Breads, pastries, confectionery, etc.	787256008	05/29/2003	0671204	7/12/2010	0	07/27/2010	QIP Holder LLC
	CLASS 30 - Breads, pastries, confectionery, etc.	787256008	05/29/2003	0671204	7/12/2010	0	07/27/2010	QIP Holder LLC
	CLASS 30 - Breads, pastries, confectionery, etc.	787256008	05/29/2003	0671204	7/12/2010	0	07/27/2010	QIP Holder LLC
	CLASS 30 - Breads, pastries, confectionery, etc.	787256008	05/29/2003	0671204	7/12/2010	0	07/27/2010	QIP Holder LLC





SCHEDULE 1 TELEPHONE UTILITY PROPERTY REGISTRATION

MARK CLASS & GOODS	APPL. DATE	REG. DATE	REG. TERM	REG. TYPE
MARK A CLASS & GOODS as HET I J Cak's S c TPA 4 2-Res Se CAS TV taur t s OS TV taur t s	763 521 5 04/01/00	08/28/00 08/28/00	71 D. TE	REG. 1650
la -Res sery s eta	7638 52	09/11/01 08/08/01	192	REG. 1650
Class 3 - sandwich than cracker sandwiches	04/01/00	08/28/00	71 D. TE	REG. 1650
URKE UB Class 2 - Restaurant services	09/20/01 2	08/28/00 08/28/00	71 D. TE	REG. 1650
WHAMMY HAMMY S. UB Class 42 - Restaurant services	09/20/2001	06/17/2013	71 D. TE	REG. 1650





INTERNATIONAL TRADEMARKS  
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COUNTRY	CLASS & GOODS	APP. DATE	REG. DATE	OWNER
Argentina	CLASS 20 - Soft drinks CLASS 30 - Confectionery CLASS 33 - Alcoholic beverages	2/17/2002	2/17/2002	Quiznos Master LLC
Aruba	CLASS 42 - Business services	8/1/2000	8/4/2000	The Quizno's Master LLC
Australia	CLASS 42 - Business services	9/4/2003	9/4/2003	The Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	APPL. #	DATE	OWNER
USA	Class 30 - Food products including sandwiches	014 / 112004	1/30/2011	The Quizno's Master LLC
Bahrain	Class 42 - Internet services	304 / 69	1/30/2011	The Quizno's Master LLC
Bahrain, The	Class 30 - Food products including sandwiches	089 / 12001	1/30/2011	The Quizno's Master LLC
Bahrain	Class 42 - Internet services	014 / 112004	1/30/2011	The Quizno's Master LLC

INTERNATIONAL AERIAL SECURITY

COUNTRY	CLASS & GOODS	DATE	MARK	REGISTRATION
Canada	Class 43 - restaurant services	1/7/2012	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC

DEPARTMENT OF THE TREASURY  
 OFFICE OF THE SECRETARY OF THE TREASURY  
 NATIONAL SECURITY





COUNTRY	MARK ID CLASS & GOODS	AP # DATE	DATE	OWNER
Canada	14 Rta UIT	7552 5/25/94	0-16038 5/05/20 (5/05/2021)	The Quizno's Master LLC
Canada	UIT	55	12/6	The Quizno's Master LLC
Canada	UIT	0/25/03	0/6/2017	The Quizno's Master LLC
Canada	UIT	1/00 37427	0/22-05 0/1-36	The Quizno's Master LLC
Canada	UIT	0/37 0/01	0/2-05 0/1-36	The Quizno's Master LLC
Canada	UIT	0/37 0/01	0/2-05 0/1-36	The Quizno's Master LLC

**QUIZNO'S**

Class 43 - restaurant services  
 Class 43 - restaurant services












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COUNTRY	MARK	CLASS & GOODS	AP A	NO V E	OWNER
Country	Mark	Class & Goods	App. No.	Reg. No.	Owner
Cos ta Ri a	Q S N S	CU... staura... s... 	14 307 0 2 3	19 9 1 20 3	The Quizno's Master LLC
Cos ta Ri a	Q S N S	CU... staura... s... 	19 9 0 089 4	1 21/0 1	The Quizno's Master LLC
Cos ta Ri a	Q S N S	CU... staura... s... 	19 9 00	1 21/0 1	The Quizno's Master LLC
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COUNTRY	MARK CLASS & GOODS	ALD	N. D. V	OWNER
United States	CLASS 1... CLASS 2... CLASS 3... CLASS 4... CLASS 5... CLASS 6... CLASS 7... CLASS 8... CLASS 9... CLASS 10... CLASS 11... CLASS 12... CLASS 13... CLASS 14... CLASS 15... CLASS 16... CLASS 17... CLASS 18... CLASS 19... CLASS 20... CLASS 21... CLASS 22... CLASS 23... CLASS 24... CLASS 25... CLASS 26... CLASS 27... CLASS 28... CLASS 29... CLASS 30...	01/28/1999	12/20/99	The Quizno's Master LLC
United States	CLASS 1... CLASS 2... CLASS 3... CLASS 4... CLASS 5... CLASS 6... CLASS 7... CLASS 8... CLASS 9... CLASS 10... CLASS 11... CLASS 12... CLASS 13... CLASS 14... CLASS 15... CLASS 16... CLASS 17... CLASS 18... CLASS 19... CLASS 20... CLASS 21... CLASS 22... CLASS 23... CLASS 24... CLASS 25... CLASS 26... CLASS 27... CLASS 28... CLASS 29... CLASS 30...	07/6/2000	11/19/11	The Quizno's Master LLC
United States	CLASS 1... CLASS 2... CLASS 3... CLASS 4... CLASS 5... CLASS 6... CLASS 7... CLASS 8... CLASS 9... CLASS 10... CLASS 11... CLASS 12... CLASS 13... CLASS 14... CLASS 15... CLASS 16... CLASS 17... CLASS 18... CLASS 19... CLASS 20... CLASS 21... CLASS 22... CLASS 23... CLASS 24... CLASS 25... CLASS 26... CLASS 27... CLASS 28... CLASS 29... CLASS 30...	08/22/2001	07/16/00	The Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	FILED	DATE	OWNER
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 42 - Restaurant services	10/23/2000	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services 	10/06/66	10/23/2010	The Quizno's Master LLC





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 S H E U L I T I N T I N T L E C U A P T  
 O E L L E C T L R O P P . S E C U R I T Y  
 I G D A N T

COUNTRY	MARK CLASS & GOODS	APPL #	INTL DATE	INTL DATE	OWNER
India	Class 30 - Sweets, biscuits, cakes, pastries, and confectionery. Class 31 - Beverages, including tea, coffee, and fruit drinks. Class 32 - Soft drinks, mineral water, and fruit drinks.	11	20/11/89	20/11/89	The Quizno's Master LLC
Indonesia	Class 29 - Restaurant services, providing of food and drink.	149034	05/22/2001	05/22/2001	The Quizno's Master LLC
Israel	Class 42 - Restaurant services.	149034	05/22/2001	05/22/2001	The Quizno's Master LLC



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COUNTRY	ANSWER	CLASS	FILE	DATE	OWNER
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC
Japan	03/1/09	03/1/09	03/1/09	03/1/09	The Quizno's Master LLC





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COUNTRY	MARK CLASS & GOODS	APPROPRIATE	FILED DATE	OWNER
Canada	CLASS 30 - Food products, including sandwiches	02/15/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 43 - Restaurant services	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products, including sandwiches	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 43 - Restaurant services	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products, including sandwiches	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 43 - Restaurant services	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products, including sandwiches	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 43 - Restaurant services	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 30 - Food products, including sandwiches	07/18/2009	07/18/2009	The Quizno's Master LLC
Canada	CLASS 43 - Restaurant services	07/18/2009	07/18/2009	The Quizno's Master LLC

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COUNTRY	CLASS & CODE	APP #	DATE	REG #	OWNER
Saudi Arabia	Q I e S as 3 Cl as 3	7/6/06 38	05/25/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q I e S as 3 Cl as 3	4/0/20	07/19/94	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q I e S as 3 Cl as 3	6/1/07	07/19/94	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q I e S as 3 Cl as 3	4/0/20	07/19/94	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q I e S as 3 Cl as 3	6/1/07	07/19/94	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q I e S as 3 Cl as 3	4/0/20	07/19/94	01-11/2015	The Quizno's Master LLC



APP. # DA

COUNTRY	CLASS & GOODS	APPROX. VALUE	DATE	REGISTRATION
Tunisia	Class 30 Food products including sandwiches Class 42 - Restaurant services	09/28/2001	09/28/2011	The Quizno's Master LLC
Trinidad & Tobago	Class 30 Restaurant services	06/08/2000	08/20/00	Quizno's Master LLC
United Kingdom	Class 42 Restaurant services	02/08/2000	08/20/00	Quizno's Master LLC
United States	Class 42 Restaurant services	02/08/2000	08/20/00	Quizno's Master LLC
United States	Class 42 Restaurant services	02/08/2000	08/20/00	Quizno's Master LLC

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>REG. NUM. REG. DATE RENEW DATE</b>	<b>OWNER</b>
Turkey	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches Class 43 - Restaurant services	2002/8554 04/16/2002	2002 08554 04/16/2002 04/16/2012	The Quizno's Master LLC
Ukraine, The	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches Class 43 - Restaurant services	2002076260/T 07/26/2002	41735 07/15/2004 07/26/2012	The Quizno's Master LLC
United Arab Emirates	<b>Q (AND DESIGN)</b>  Class 43 - restaurant services	52825 04/22/2003	52825 04/22/2003 04/22/2013	The Quizno's Master LLC
United Arab Emirates	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	45611 12/30/2001	39996 12/30/2011	The Quizno's Master LLC
United Arab Emirates	<b>QUIZNO'S</b> Class 42 - Restaurant services	45612 12/30/2001	39995 12/30/2001	The Quizno's Master LLC
United Kingdom	<b>QUIZNO'S</b> Class 42 - Restaurant, catering, cafe, canteen, coffee shop and snack bar services; bar and wine bar services	1576926 07/02/1994	1576926 07/02/1994 07/02/2011	The Quizno's Master LLC

CLASSIFICATION: 01-001560

CLASSIFICATION: 02/01/2001

CLASSIFICATION: 08/22/2015

CLASSIFICATION: 08/22/2015

CLASSIFICATION: 08/22/2015

CLASSIFICATION: 08/22/2015

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CLASSIFICATION: 08/22/2015

COUNTRY	CLASSIFICATION	PL	PL DATE	PL DATE	OWNER
United Kingdom	01-001560	02/01/2001	08/22/2015	08/22/2015	The Quizno's Master LLC
Venezuela	01-001560	02/01/2001	08/22/2015	08/22/2015	The Quizno's Master LLC


SCHEIDT & BONDY  
 INTERNATIONAL  
 ATTORNEYS AT LAW  
 1000 L Street, N.E.  
 Washington, D.C. 20002  
 Telephone: (202) 331-1100  
 Fax: (202) 331-1101


COUNTRY	MARK NO	CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	1980	Class 42 - Restaurant services.	01/10/01	03/21/01	The Quinzno's Master LLC
Germany	1981	Class 42 - Restaurant services.	03/01/01	03/21/01	The Quinzno's Master LLC

Applicant's name: Quinzno's Master LLC





COUNTRY	MARK CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	Class 42 - Restaurant services. 	05/23/001	05/23/001	The Quinzno's Master LLC

IN THE UNITED STATES OF AMERICA  
 PROPERTY SECURITY AGREEMENT


COUNTRY	MARK CLASS & GOODS	A.L.# P.D.A. AP L.	C.N.R. C.V.
Cayman Islands	 <p>nd d e s          Class 43 - restaurant services</p>	Filing receipt pending	The Quizno's Master LLC

COUNTRY OF ORIGIN	MARK CLASS & GOODS	APPL. # (P. T. A. PL. DATE)	REGISTRATION # (T. U. I. C.)
Egypt	<p>Q (AND ES IGN)</p> <p>Q (AND ES IGN)</p>	<p>3109003/2003</p>	<p>The Quizno's, Manufacturer LLC</p>
Egypt		<p>6852 07/31/2004</p>	<p>The Quizno's, Manufacturer LLC</p>

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Egypt	Q (AND DESIGN)  Class 32	168522 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 – Restaurant services	169523 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 - Restaurant services	150580 04/24/2002	The Quizno's Master LLC
India	QUIZNO'S Class 43 - Restaurant services	Filing receipt pending	The Quizno's Master LLC
Jordan	Q (AND DESIGN)  Class 30- Food products including sandwiches	80749 07/19/2005	The Quizno's Master LLC

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Jordan	<b>Q (AND DESIGN)</b>  Class 43 - Restaurant services	80748 07/19/2005	The Quizno's Master LLC
Malaysia	<b>QUIZNO'S</b> Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey; treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; food products, including sandwiches <b>QUIZNO'S</b>	2001/09764 07/28/2001	The Quizno's Master LLC
Pakistan	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches <b>QUIZNO'S</b>	174660 11/03/2001	The Quizno's Master LLC
Pakistan	<b>QUIZNO'S</b> Class 43 - restaurant services <b>QUIZNO'S</b>	1987405 07/17/2004	The Quizno's Master LLC
Philippines, The	<b>QUIZNO'S</b> Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey; treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; food products, including sandwiches Class 43 - Restaurant services <b>QUIZNO'S</b>	4-02-0009342 10/30/2002	The Quizno's Master LLC



C E U L E I O I N  
S H D D I O I N  
T T E L L E C T U A L P R A P T Y S E C U R I T Y

COUNTRY	MARK CLASS & GOODS	PP # PL. A E T L A T In ce	REGISTRATION
Qatar	Qatar D E S I G N Rico	1 3 3 8 0 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N Rico	1 3 3 8 0 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N Rico	1 3 3 8 0 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N Rico	1 3 3 8 0 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N Rico	1 3 3 8 0 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC
Qatar	Qatar D E S I G N Rico	1 3 3 8 0 3 1 0 0 0 2 / 0 4	The Quizno's Restaurant LLC

COUNTRY	MARK CLASS & GOODS	P.L.D. #	MARK
S d Ar i	CLASS 30	848 A T	Quizno's
United Arab	CLASS 30	974705	Quizno's LLC
South Africa	CLASS 30	001/184	Quizno's MISCELL
South Africa	CLASS 30	0/5/202	Quizno's MISCELL
South Africa	CLASS 30	0/2/2/1	Quizno's MISCELL
South Africa	CLASS 30	5460	The Quizno's Master LLC
South Africa	CLASS 30	06/24/2005	The Quizno's Master LLC