

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Wendy's International, Inc.		01/14/2009	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2353060	3 TOUR CHALLENGE	
Registration Number:	1857962	3 TOUR CHALLENGE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509335/1254		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/m/		

OP \$65.00 2353060

Date:

01/15/2009

**Total Attachments: 7**

source=WendysIT#page1.tif

source=WendysIT#page2.tif

source=WendysIT#page3.tif

source=WendysIT#page4.tif

source=WendysIT#page5.tif

source=WendysIT#page6.tif

source=WendysIT#page7.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 14, 2009 is made by Wendy's International, Inc., an Ohio corporation, located at 4288 West Dublin-Granville Road, P.O. Box 256, Dublin, Ohio, 43017-0256 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of January 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, Wendy's International Holdings, LLC, a Delaware limited liability company ("Holdings"), the Lenders, the Agent, Wachovia Bank, N.A., as Documentation Agent, and Bank of America, N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of January 14, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in all of Borrower's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

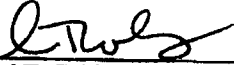
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WENDY'S INTERNATIONAL, INC.

By:   
Name: Daniel T. Collins  
Title: Senior Vice President, Treasurer and  
Assistant Secretary  
Date:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

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

SIGNATURE PAGE TO  
WENDY'S TRADEMARK SECURITY INTEREST AGREEMENT - WENDY'S INTERNATIONAL, INC.

TRADEMARK  
REEL: 003920 FRAME: 0052

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WENDY'S INTERNATIONAL, INC.

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

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: **BARRY BERGMAN**  
Title: **MANAGING DIRECTOR**  
Date:

SIGNATURE PAGE TO  
WENDY'S TRADEMARK SECURITY INTEREST AGREEMENT - WENDY'S INTERNATIONAL

TRADEMARK  
REEL: 003920 FRAME: 0053

ACKNOWLEDGMENT OF BORROWER

STATE OF Georgia )  
 ) ss  
COUNTY OF Fulton )

On the 22nd day of Dec., 2008, before me personally came Daniel T. Collins, who is personally known to me to be the SVP Treas + Asst Sec of Wendy's International, Inc., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the SVP Treas + Asst Sec in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



*[Handwritten Signature]*

Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 13<sup>th</sup> day of January, 2009, before me personally came Patty Bergman, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Edeine C. Adderley  
Notary Public  
EDELINE C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO 01A06079940 QUALIFIED IN BROOKLYN COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SIGNATURE PAGE TO  
WENDY'S TRADEMARK SECURITY INTEREST AGREEMENT - WENDY'S INTERNATIONAL  
JPMORGAN NOTARIZATION



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Application Number</u>
3 TOUR CHALLENGE	# 2,353,060
3 TOUR CHALLENGE	# 1,857,962

509335-1254-10367-NY03.2702620.2