

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wendy's International, Inc.		03/11/2009	CORPORATION: OHIO
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:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2353060	3 TOUR CHALLENGE	
Registration Number:	1857962	3 TOUR CHALLENGE	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	924925 015		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$65.00 2353060

Date:

03/16/2009

Total Attachments: 6

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Wendy's Int'l Inc.

SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2009, 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 and amended and restated as of March 11, 2009, (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 ("**Holdco Co-Borrower**"), Wendy's International, Inc., an Ohio corporation ("**WII Co-Borrower**"), Wendy's International Holdings, LLC ("**Ultimate Parent Co-Borrower**" and together with Holdco Co-Borrower, WII Co-Borrower and 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 Bank, National Association, SunTrust Bank and GE Capital Franchise Finance Corporation, 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 an Amended and Restated 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.

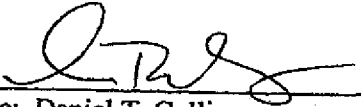
[SIGNATURE PAGES FOLLOW]

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,

WENDY'S INTERNATIONAL, INC.,
as Grantor

By: _____


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

[Signature Page to the Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By:


Name: David Leland
Title: Vice President

{Signature Page to the Trademark Security Agreement}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Country	Serial No. / Filing Date	Reg. No. / Reg. Date	Class
3 TOUR CHALLENGE	U.S. Federal	75399697 Dec. 3, 1997	2353060 May 30, 2000	41
3 TOUR CHALLENGE	U.S. Federal	74388276 May 5, 1993	1857962 Oct. 11, 1994	41