

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
Arby's IP Holder Trust		03/11/2009	TRUST: 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:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3209776	ARBY'S CHICKEN NATURALS
Registration Number:	3568371	A FRESH LOOK AT ARBY'S
Registration Number:	3262802	ARBY'S KIDS MEAL
Registration Number:	3209777	
Registration Number:	3343900	MARKET FRESH
Registration Number:	3434561	POPCORN CHICKEN SHAKERS
Registration Number:	2443595	SPICY THREE PEPPER
Serial Number:	77630101	ARBY'S DINNER PACKS
Serial Number:	77669838	ONE BITE GUARANTEE
Serial Number:	77658582	PROMISE CHECK
Serial Number:	77587549	ROASTBURGER
Serial Number:	77415747	SAVING THE WORLD FROM ORDINARY FAST FOOD
Serial Number:	77657678	STEAKHOUSE TOASTED SUB
Serial Number:	77291550	THE BIG KICKER TOASTED SUB

CH \$390.00 3209776

Serial Number:

77587539

THE BURGER DONE BETTER

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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 020

NAME OF SUBMITTER:

Jean Paterson

Signature:

/Jean Paterson/

Date:

03/16/2009

Total Attachments: 7

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Arby's IP Holder Trust

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,

ARBY'S IP HOLDER TRUST,
as Grantor

By: 
Name: Daniel T. Collins
Title: Senior Vice President

ACCEPTED AND AGREED
as of the date first above written:

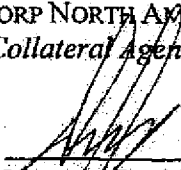
CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____
Name:
Title:

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]

TRADEMARK
REEL: 003952 FRAME: 0765

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Country	Application No. / Filing Date	Registration No. / Registration Date	Class
ARBY'S CHICKEN NATURALS and design	U.S. Federal	78808889 Feb. 7, 2006	3209776 Feb. 13, 2007	29 30 43
ARBY'S DINNER PACKS	U.S. Federal	77630101 Dec. 10, 2008		30 43
A FRESH LOOK AT ARBY'S	U.S. Federal	77291592 Sep. 28, 2007	3568371 Jan. 27, 2009	43
ARBY'S KIDS MEAL and design	U.S. Federal	78705451 Sep. 1, 2005	3262802 Jul. 10, 2007	43
Design Only	U.S. Federal	78808920 Feb. 7, 2006	3209777 Feb. 13, 2007	29 30 43
MARKET FRESH	U.S. Federal	78784725 Jan. 4, 2006	3343900 Nov. 27, 2007	29 30
ONE BITE GUARANTEE	U.S. Federal	77669838 Feb. 13, 2009		43
POPCORN CHICKEN SHAKERS	U.S. Federal	77224408 Jul. 9, 2007	3434561 May 27, 2008	29
PROMISE CHECK	U.S. Federal	77658582 Jan. 28, 2009		43
ROASTBURGER	U.S. Federal	77587549 Oct. 7, 2008		30
SAVING THE WORLD FROM	U.S. Federal	77415747		29 30 43

Mark	Country	Application No. / Filing Date	Registration No. / Registration Date	Class
ORDINARY FAST FOOD		Mar. 7, 2008		
SPICY THREE PEPPER	U.S. Federal	76078373 Jun. 27, 2000	2443595 Apr. 10, 2001	30
STEAKHOUSE TOASTED SUB	U.S. Federal	77657678 Jan. 27, 2009		30
THE BIG KICKER TOASTED SUB	U.S. Federal	77291550 Sep. 28, 2007		30
THE BURGER DONE BETTER	U.S. Federal	77587539 Oct. 7, 2008		30