

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simmonds Restaurant Management, Inc.		05/28/2009	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	BURGER KING BRANDS, INC.		
Street Address:	5505 Blue Lagoon Drive		
Internal Address:	8th Floor, Legal Department		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3504914	BEAT CANCER FOR KIDS	
CORRESPONDENCE DATA			
Fax Number:	(305)378-7868		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305-378-7822		
Email:	BKCUSATM@WHOPPER.COM		
Correspondent Name:	Cecelia M. Dempsey		
Address Line 1:	5505 Blue Lagoon Drive		
Address Line 2:	8th Floor, Legal Department		
Address Line 4:	Miami, FLORIDA 33126		
NAME OF SUBMITTER:	Cecelia M. Dempsey		
Signature:	/Cecelia M. Dempsey/		
Date:	06/01/2009		

CH \$40.00 3504914

Total Attachments: 1
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TRADEMARK
REEL: 003997 FRAME: 0140

ASSIGNMENT OF TRADEMARK

WHEREAS, Simmonds Restaurant Management, Inc., a Nebraska corporation, having its principal place of business at Suite 650, 11404 West Dodge Road, Omaha NE 68154 ("Assignor"), is the owner and titleholder of U.S. Trademark Reg. No. 3504914 (the "Registration") and the trademark BEAT CANCER FOR KIDS (the "Mark"), and

WHEREAS, Assignor desires to assign the entire right, title and interest in and to the Mark and the corresponding Registration to Burger King Brands, Inc., a corporation of Delaware, having its principal place of business at 5505 Blue Lagoon Dr., Miami FL 33026 ("Assignee"), and Assignee desires to acquire the entire right, title and interest in, to and under the said Mark and Registration;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Mark and Registration, together with the goodwill of the business symbolized by the Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officer thereunto duly authorized.

SIMMONDS RESTAURANT MANAGEMENT, INC.

By: 

Name: Michael Simmonds

Title: Chairman

Date: 5-28-09