

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release (003952-0748)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as Collateral Agent		05/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wendy's International, Inc.		
Street Address:	4288 W. Dublin-Granville Road		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	CORPORATION: OHIO		
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 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	3595697-25		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 2353060

900163084

**TRADEMARK
 REEL: 004213 FRAME: 0150**

Date:

05/26/2010

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of May 24, 2010 granted by Citicorp North America, Inc., in its capacity as collateral agent pursuant to that certain Credit Agreement dated as of July 25, 2005 and amended and restated as of March 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) ARBY’S RESTAURANT GROUP, INC., a Delaware corporation, WENDY’S INTERNATIONAL HOLDINGS, LLC, a Delaware limited liability company, ARBY’S RESTAURANT HOLDINGS, LLC, a Delaware limited liability company, WENDY’S INTERNATIONAL, INC., an Ohio corporation, TRIARC RESTAURANT HOLDINGS, LLC, a Delaware limited liability company, the Guarantors party thereto from time to time, the lenders and other parties thereto from time to time and Citicorp North America, Inc., as Collateral Agent (in such capacity, the “Collateral Agent”) (capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein) in favor of Wendy’s International, Inc. (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of March 11, 2009, among the Grantor and Citicorp North America, Inc., as Collateral Agent (as amended, supplemented or otherwise modified, the “Intellectual Property Security Agreement), the Grantor pledged to the Collateral Agent a continuing security interest in all of its right, title and interest in certain Collateral including, without limitation, the Trademark registrations and applications set forth on Schedule I hereto together with the goodwill associated therewith (collectively, the “Trademarks”); and

WHEREAS the Intellectual Property Security Agreement has been recorded with the Trademarks Division of the U.S. Patent and Trademark Office on March 16, 2009 at Reel 003952 and Frame 0748;

NOW, THEREFORE, in acknowledgement that the Obligations have been repaid in full, the Collateral Agent hereby terminates the Security Agreement and the Intellectual Property Security Agreement insofar as it relates to the Trademarks, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, together with the goodwill associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to the Grantor.

The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,
as Collateral Agent,

By: _____

Name:

Title:


JAKE FISHER

VICE PRESIDENT

[Release of Security Interest in Trademarks]

SCHEDULE I

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