

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release (004168-0200)	
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:	Arby's IP Holder Trust		
Street Address:	1155 Perimeter Center West		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77874737	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	
Serial Number:	77874725	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	
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:	3595697-35		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 77874737

900163086

**TRADEMARK
 REEL: 004213 FRAME: 0165**

Date:

05/26/2010

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citicorp North America, Inc., as Collateral Agent

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Arby's IP Holder Trust

Internal _____

Address: _____

Street Address: 1155 Perimeter Center West

City: Atlanta

State: GA

Country: USA Zip: 30338

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other Statutory Trust Citizenship USA - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 24, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other Release (004168-0200)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/874,737 and 77/874,725

B. Trademark Registration No.(s)

NONE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

May 25, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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”) among 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 Arby’s IP Holder Trust (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of February 2, 2010, 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”);

WHEREAS the Intellectual Property Security Agreement has been recorded with the Trademarks Division of the U.S. Patent and Trademark Office on March 16, 2010 at Reel 004168 and Frame 0200;

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 APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No. / Filing Date</u>	<u>Int. Class</u>
Arby's Roast Beef Sandwich is Delicious	U.S. Federal	77/874,737 November 17, 2009	43
Arby's Roast Beef Is Delicious (Design)	U.S. Federal	77/874,725 November 17, 2009	43