

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		03/07/2011	Statutory Trust: DELAWARE
Oldemark LLC		03/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	2001 Clayton Road		
Internal Address:	Building B		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520-2405		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3817395	\$5 BUCK ROUNDUP	
Registration Number:	3857536	ARBY'S DINNER PACKS	
Registration Number:	3817302	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	
Registration Number:	3817301	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	
Registration Number:	3833428	PROMISE CHECK	
Registration Number:	3866324	STEAKHOUSE TOASTED SUB	
Registration Number:	3846465	KIDS' MEAL	
Registration Number:	3842950	PAUSE. PLAY. TOGETHER.	
Registration Number:	3854804		
Serial Number:	77868544	ARBY'S IS DELICIOUS	
Serial Number:	85226826	ARBY'S IT'S GOOD MOOD FOOD	
Serial Number:	85226812	ARBY'S. IT'S GOOD MOOD FOOD.	

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900186140

TRADEMARK
 REEL: 004495 FRAME: 0932

Serial Number:	85167197	BIG MONTANA
Serial Number:	85244957	EAT ARBY'S FOOD. IT'S GOOD MOOD FOOD.
Serial Number:	85035478	OUT-SIDE IN CINNAMON BITES

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 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	705730-005
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	03/11/2011
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Total Attachments: 6

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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):

(1) Arby's IP Holder Trust
(2) Oldemark LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other (1) Statutory Trust; (2) LLC

Citizenship (see guidelines) USA - Delaware (both)

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) MARCH 7, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Bank of America, N.A., as Administrative Agent

Internal

Address: _____

Street Address: Building B, 2001 Clayton Road

City: Concord

State: CA

Country: USA Zip: 94520-2405

- ☒ Association Citizenship USA - Federal
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s)

77/876,851 and additional numbers on attached Schedule I

B. Trademark Registration No.(s)

3,817,395 and additional numbers on attached Schedule I

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:

15

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

MARCH 9, 2011

Date

MAUREEN P. MURPHY

Name of Person Signing

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

6

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

Trademark Security Agreement

Trademark Security Agreement, dated as of March 7, 2011, by Arby's IP Holder Trust and Oldemark LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated May 24, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the non-contingent Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

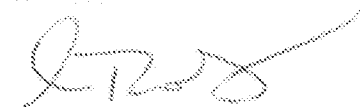
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, each Pledgor 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
OLDEMARK LLC

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

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: ~~Antonikia (Toni) Thomas~~
Title: ~~Assistant Vice President~~

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

ARBY'S TRADEMARKS

Country	Mark	Application #	File Date	Registration #	Registration Date	Owner Name	Status	Classes
UNITED STATES	\$5 BUCK ROUNDUP	77/876,851	11/19/2009	3,817,395	7/13/2010	Arby's IP Holder Trust	REGISTERED	43
UNITED STATES	ARBY'S DINNER PACKS	77/630,101	12/10/2008	3,857,536	10/05/2010	Arby's IP Holder Trust	REGISTERED	029, 043
UNITED STATES	ARBY'S IS DELICIOUS	77/868,544	11/09/2009			Arby's IP Holder Trust	ALLOWED	043
UNITED STATES	ARBY'S IT'S GOOD MOOD FOOD (Stylized) & Design	85/226,826	01/26/2011			Arby's IP Holder Trust	PENDING	043
UNITED STATES	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	77/874,737	11/17/2009	3,817,302	07/13/2010	Arby's IP Holder Trust	REGISTERED	043
UNITED STATES	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS & Design	77/874,725	11/17/2009	3,817,301	07/13/2010	Arby's IP Holder Trust	REGISTERED	043
UNITED STATES	ARBY'S. IT'S GOOD MOOD FOOD.	85/226,812	01/26/2011			Arby's IP Holder Trust	PENDING	043
UNITED STATES	BIG MONTANA	85/167,197	11/02/2010			Arby's IP Holder Trust	PENDING	030
UNITED STATES	EAT ARBY'S FOOD. IT'S GOOD MOOD FOOD.	85/244,957	02/17/2011			Arby's IP Holder Trust	PENDING	43
UNITED STATES	OUT-SIDE IN CINNAMON BITES	85/035,478	05/11/2010			Arby's IP Holder Trust	PENDING	30
UNITED STATES	PROMISE CHECK	77/658,582	01/28/2009	3,833,428	08/17/2010	Arby's IP Holder Trust	REGISTERED	035
UNITED STATES	STEAKHOUSE TOASTED SUB	77/657,678	01/27/2009	3,866,324	10/26/2010	Arby's IP Holder Trust	REGISTERED	30

WENDY'S TRADEMARKS

Mark	Serial No.	Application Date	Registration No.	Registration Date	Owner	Class / Classes
Kids' Meal (and design)	77850107	10/22/2009	3,846,465	9/7/2010	Oldemark LLC	43
Pause. Play. Together.	77835445	9/25/2009	3,842,950	8/31/2010	Oldemark LLC	43
Pause. Play. Together. (and Design)	77835471	9/25/2009	3,854,804	9/28/2010	Oldemark LLC	43