

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
A & W Restaurants, Inc.		03/16/2011	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	YUM!Brands, Inc.
Street Address:	1441 Gardiner Lane
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40213
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3337059	BETTER YOUR COMBOS
Registration Number:	3027853	WISCONSIN FRESH CHEESE CURDS LEGENDARY TASTE!
Registration Number:	3105075	SPOTTED BEAR
Registration Number:	3107953	APPLE SCHMAPPLE
Registration Number:	3187972	KID'S CRUISERS
Registration Number:	3011102	CURIOUSLY DELICIOUS
Registration Number:	3559746	NEIGHBORHOOD DEALS
Registration Number:	1809415	CORN DOG NUGGETS
Registration Number:	1694683	CHICAGO CLASSIC
Registration Number:	2820060	LOVE THE FOOD. CHERISH THE MEMORIES.
Registration Number:	2820343	POLAR SWIRL
Registration Number:	2678845	ALL AMERICAN FOOD
Registration Number:	2673617	ALL AMERICAN FOOD
Registration Number:	2542264	ALL AMERICAN FOOD

OP \$715.00 3337059

900188081

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Registration Number:	1968410	WHERE THE FOOD'S AS GOOD AS THE ROOT BEER!
Registration Number:	1739279	BACON & EGGER
Registration Number:	1671963	TEEN BURGER
Registration Number:	1783552	MOZZA BURGER
Registration Number:	1108967	GREAT ROOT BEAR
Registration Number:	1234960	CHUBBY CHICKEN
Registration Number:	0754745	BABY BURGER
Registration Number:	0754744	PAPA BURGER
Registration Number:	0754743	MAMA BURGER
Registration Number:	0741366	THE BURGER FAMILY
Serial Number:	85209974	EATS. TREATS. SMILES.
Serial Number:	85194827	CHEDDAR ONION CRUNCH
Serial Number:	85194826	BBQ BACON CRUNCH
Serial Number:	85261647	A BURGER'S BEST FRIEND

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018623
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
rassmus@mayerbrown.com
Correspondent Name: Richard M. Assmus
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	97401145 RMA
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	03/31/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 16, 2011, by A&W Restaurants, Inc., a Michigan corporation (the "Borrower"), as grantor in favor of YUM! Brands, Inc., a North Carolina corporation (the "Lender"), as grantee.

RECITALS

A. The Borrower is the owner of certain Trademark Collateral (as defined below).

B. Pursuant to that certain Loan and Security Agreement of even-date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), between the Borrower and the Lender, the Borrower has granted to the Lender a security interest in all of its right, title and interest in and to all of its personal property and assets as security for the Obligations (as defined in the Credit Agreement).

C. The Borrower has agreed to deliver to the Lender this Agreement to more fully secure and perfect the Lender's security interest.

D. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the New York Uniform Commercial Code (the "UCC") are used herein as defined therein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Borrower hereby agrees as follows:

1. The Borrower grants to the Lender a security interest in all of the Borrower's right, title and interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Borrower, and whether now or hereafter existing (the "Trademark Collateral"): all trade names; trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations of Borrower, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark (the "Trademarks"), including, without limitation, those items listed in Exhibit A hereto. Notwithstanding the foregoing or anything contained herein to the contrary, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable, or would be cancelled, by reason of it being included as part of the Trademark Collateral or the grant of a security interest in or lien on such Trademark, or any Trademark with respect to which the granting of a security interest therein or lien thereon would violate any agreement to which the Borrower is a party.

2. The Borrower authorizes and requests the Commissioner for Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Borrower after the date hereof.

3. The Borrower agrees that, should the Borrower obtain an ownership interest in any new Trademark Collateral, including any new Trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such Trademark registration or application will automatically become part of the Trademark Collateral. The Borrower further agrees that it shall deliver to the Lender a written report, in reasonable detail, upon the Lender's reasonable request from time to time, setting forth each new United States Trademark application or registration that the Borrower has filed, acquired, created or otherwise obtained since the execution of this Agreement. The Borrower authorizes the Lender to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Lender in effecting any such amendment) to include any new Trademark registration or application which becomes part of the Trademark Collateral.

~~4. The Borrower agrees that from time to time, at the expense of the Borrower, the~~
Borrower shall promptly execute and deliver all further instruments and documents, and take all further action, which the Lender reasonably believes may be necessary in order to perfect and protect any pledge or security interest granted or purported to be granted hereby under United States law or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral under United States law.

5. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations (other than any outstanding indemnification obligations) and the termination or expiration of any commitments to extend credit under the Credit Agreement. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower to evidence and record the release of the security interests in the Trademark Collateral granted herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules regarding conflicts of laws

7. If any provision of this Agreement conflicts with any provision of the Credit Agreement, the Credit Agreement shall govern.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

BORROWER:

A&W RESTAURANTS, INC.

By: 

Name: Cheryl Balkenhol

Title: Vice President, Chief Financial Officer &
Treasurer

*Signature Page to A&W Restaurants, Inc.
Trademark Security Agreement*

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Jefferson

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) SS:
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On this, the _____ day of March, 2011, before me personally came Cheryl Balkenhol, to me known, who, being duly sworn, did depose and state that [he/she] is the VP, CFO & Treasurer of A&W Restaurants, Inc., the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Board of Directors of said company.

Linda J Neat
Notary Public

[SEAL]

My commission expires: LINDA J. NEAT
Notary Public, State at Large, KY
My commission expires Jan. 19, 2014
Notary ID 409019

Country	Trademark	Status	Owner Name	Registration #	Registration Date
United Arab Emirates	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	3483	23-Jan-1996
United Arab Emirates	PAPA BURGER	Registered	A&W Restaurants, Inc.	44569	06-Jan-2004
United Arab Emirates	PLAY TOWN BURGER	Registered	A&W Restaurants, Inc.	44570	06-Jan-2004
United Arab Emirates	PLAY TOWN CHICKEN CHUNKS	Registered	A&W Restaurants, Inc.	45466	02-Mar-2004
United Arab Emirates	PLAY TOWN HOTDOG	Registered	A&W Restaurants, Inc.	44571	06-Jan-2004
Australia	THICKSTER	Registered	A&W Restaurants, Inc.	1034624	15-Dec-2004
Bahrain	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	SM315	06-Nov-1984
Greece	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	7084/2001	10-Dec-2001
Indonesia	CHICKEN CHUNKS	Registered	A&W Restaurants, Inc.	306288	03-Jun-1994
Indonesia	CURLY FRIES A&W	Pending	A&W Restaurants, Inc.		
Indonesia	DOUBLE MOZZA BURGER	Registered	A&W Restaurants, Inc.	306381	27-May-1993
Indonesia	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	337334	14-Jan-1984
Indonesia	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	337333	14-Jan-1984
Indonesia	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	337332	14-Jan-1984
Indonesia	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	327725	29-Oct-1993
Indonesia	MORE THAN THE USUAL	Registered	A&W Restaurants, Inc.	IDM000067659	29-Mar-2006
Indonesia	MOZZA BURGER	Registered	A&W Restaurants, Inc.	306289	03-Jun-1994
Israel	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	142327	02-Jul-2002
Israel	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	140966	04-Dec-2001
Japan	A TASTE TO REMEMBER	Registered	A&W Restaurants, Inc.	3307335	16-May-1997
Japan	A TASTE TO REMEMBER	Registered	A&W Restaurants, Inc.	2500549	29-Jan-1993
Japan	GOLDEN AROMA	Registered	A&W Restaurants, Inc.	5078884	21-Sep-2007
Japan	DOUBLE MOZZA BURGER	Registered	A&W Restaurants, Inc.	300242	18-Oct-1994
Japan	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	827720	03-Mar-2000
Morocco	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	36553	13-Aug-1985
Morocco	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	35510	31-Oct-1984
Mexico	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	688636	28-Feb-2001
Mexico	CHICKEN CHUNKS	Registered	A&W Restaurants, Inc.	442706	11-Nov-1992
Mexico	DOUBLE MOZZA BURGER	Registered	A&W Restaurants, Inc.	506596	05-Oct-1995
Mexico	MOZZA BURGER	Registered	A&W Restaurants, Inc.	566244	13-Nov-

Country	Trademark	Status	Owner Name	Registration #	Registration Date
Malaysia	DOUBLE MOZZA BURGER	Registered	A&W Restaurants, Inc.	9303930	1992
Malaysia	GOLDEN AROMA	Registered	A&W Restaurants, Inc.	06013690	04-Jun-1993
Qatar	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	3634	09-Apr-2010
Qatar	PAPA BURGER	Registered	A&W Restaurants, Inc.	29193	09-Jun-1993
Saudi Arabia	PAPA BURGER	Registered	A&W Restaurants, Inc.	72014	13-Nov-2006
Singapore	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	2692/83	17-Mar-2004
Singapore	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	2695/83	25-May-1983
Thailand	DOUBLE MOZZA BURGER	Registered	A&W Restaurants, Inc.	TM18081	25-May-1983
Thailand	GOLDEN AROMA	Registered	A&W Restaurants, Inc.	Kor273024	22-Jun-1993
Thailand	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	Kor5536	31-Jul-2006
US	A BURGER'S BEST FRIEND	Pending	A&W Restaurants, Inc.		04-Aug-2003
US	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	2542264	
US	ALL AMERICAN FOOD	Registered	A&W Restaurants, Inc.	2673617	26-Feb-2002
US	ALL AMERICAN FOOD & Design	Registered	A&W Restaurants, Inc.	2678845	14-Jan-2003
US	APPLE SCHMAPPLE	Registered	A&W Restaurants, Inc.	3107953	21-Jan-2003
US	BABY BURGER	Registered	A&W Restaurants, Inc.	754745	20-Jun-2006
US	BACON & EGGER	Registered	A&W Restaurants, Inc.	1739279	13-Aug-1963
US	BBQ BACON CRUNCH	Pending	A&W Restaurants, Inc.		08-Dec-1992
US	BETTER YOUR COMBOS	Registered	A&W Restaurants, Inc.	3337059	
US	CHEDDAR ONION CRUNCH	Pending	A&W Restaurants, Inc.		13-Nov-2007
US	CHICAGO CLASSIC	Registered	A&W Restaurants, Inc.	1694683	
US	CHUBBY CHICKEN	Registered	A&W Restaurants, Inc.	1234960	16-Jun-1992
US	CORN DOG NUGGETS	Registered	A&W Restaurants, Inc.	1809415	12-Apr-1983
US	CURIOUSLY DELICIOUS	Registered	A&W Restaurants, Inc.	3011102	07-Dec-1993
US	EATS. TREATS. SMILES.	Pending	A&W Restaurants, Inc.		01-Nov-2005
US	GREAT ROOT BEAR	Registered	A&W Restaurants, Inc.	1108967	
US	KID'S CRUISERS	Registered	A&W Restaurants, Inc.	3187972	12-Dec-1978
US	LOVE THE FOOD. CHERISH THE MEMORIES.	Registered	A&W Restaurants, Inc.	2820060	19-Dec-2006
US	MAMA BURGER	Registered	A&W Restaurants, Inc.	754743	02-Mar-2004
US	MOZZA BURGER	Registered	A&W Restaurants, Inc.	1783552	13-Aug-1963
US	NEIGHBORHOOD DEALS	Registered	A&W Restaurants, Inc.	3559746	20-Jul-1993
					13-Jan-2009

Country	Trademark	Status	Owner Name	Registration #	Registration Date
US	PAPA BURGER	Registered	A&W Restaurants, Inc.	754744	13-Aug-1963
US	POLAR SWIRL	Registered	A&W Restaurants, Inc.	2820343	02-Mar-2004
US	SPOTTED BEAR	Registered	A&W Restaurants, Inc.	3105075	13-Jun-2006
US	TEEN BURGER	Registered	A&W Restaurants, Inc.	1671963	14-Jan-1992
US	THE BURGER FAMILY	Registered	A&W Restaurants, Inc.	0741366	27-Nov-1962
US	WHERE THE FOOD'S AS GOOD AS THE ROOT BEER!	Registered	A&W Restaurants, Inc.	1968410	16-Apr-1996
US	WISCONSIN FRESH CHEESE CURDS LEGENDARY TASTE! and Design	Registered	A&W Restaurants, Inc.	3027853	13-Dec-2005

RECORDED: 03/31/2011

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