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
OLDEMARK LLC		09/05/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4365592	NOW THAT'S BETTER.
Registration Number:	4355174	BETTER LATER
Registration Number:	4357732	WENDY'S WONDERFUL KIDS
Registration Number:	4351334	THAT'S WENDY'S WAY
Registration Number:	4357729	DAVE THOMAS FOUNDATION FOR ADOPTION
Registration Number:	4347461	BORN TO BE BOLD
Registration Number:	4090156	SMARTLINKS
Registration Number:	4082874	SMARTLINKS BUILD. PLAY. REPEAT.
Serial Number:	85883999	DTFA KICKBALL FOR A HOME
Serial Number:	85884077	DTFA KICKBALL FOR A HOME
Serial Number:	85888348	DAVE'S HOT 'N JUICY
Serial Number:	85920018	MUCHO MEJOR.
Serial Number:	85940033	LATE NIGHT GREAT NIGHT
Serial Number:	85940133	LATE NIGHT GREAT NIGHT

CH $415.00 4365592

Serial Number:	85952360	FROSTY
Serial Number:	86007999	WENDY'S WONDERFUL KIDS SIGNATURE PROGRAM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email:	dgaier@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name:	Danielle L. Gaier
Address Line 1:	1285 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	12849-108
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	09/05/2013

Total Attachments: 6
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Second Supplemental Trademark Security Agreement

Second Supplemental Trademark Security Agreement, dated as of September 5, 2013 (this " Supplemental Trademark Security Agreement"), by OLDEMARK LLC (a "Pledgor"), 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 Pledgor is party to an Amended and Restated Security Agreement, dated as of May 15, 2012, and amended and restated as of May 16, 2013 (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 Pledgor is required to execute and deliver this Supplemental 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 Pledgor hereby agrees 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. The 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 the Pledgor:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto (other than any intent-to-use trademark application to the extent and for so long as creation by a Pledgor of a security interest therein would result in the loss by such Pledgor of any material rights therein);

(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 Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms 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 Supplemental 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 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental 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 Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental 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, the Pledgor has caused this Second Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OLDEMARK LLC

By: _____

Name: R. Scott Toop

Title: Senior Vice President, General Counsel and Secretary

[Signature page to Supplemental Trademark Security Agreement]

Accepted and Agreed:

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

By:_____
Name: Sabrina Hassan
Title: Vice President

[Signature page to Supplemental Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Oldemark LLC	4,365,592	7/9/2013	Now That's Better.
Oldemark LLC	4,355,174	6/18/2013	Better Later
Oldemark LLC	4,357,732	6/25/2013	Wendy's Wonderful Kids
Oldemark LLC	4,351,334	6/11/2013	That's Wendy's Way
Oldemark LLC	4,357,729	6/25/2013	Dave Thomas Foundation for Adoption
Oldemark LLC	4,347,461	6/4/2013	Born To Be Bold
Oldemark LLC	4,090,156	1/24/2012	SmartLinks
Oldemark LLC	4,082,874	1/10/2012	SmartLinks. Build. Play. Repeat (and Design)

Trademark Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
Oldemark LLC	85883999	March 22, 2013	DTFA Kickball for a Home
Oldemark LLC	85884077	March 22, 2013	DTFA Kickball for a Home (Design)
Oldemark LLC	85888348	March 27, 2013	Dave's Hot 'N Juicy
Oldemark LLC	85920018	May 1, 2013	Mucho Mejor. (Much Better)
Oldemark LLC	85940033	May 22, 2013	Late Night Great Night
Oldemark LLC	85940133	May 22, 2013	Late Night Great Night (Design)

Oldemark LLC	85952360	June 6, 2013	Frosty
Oldemark LLC	86007999	July 11, 2013	Wendy's Wonderful Kids/Dave Thomas Foundation for Adoption WWK/DTFA (Design)