

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arby's IP Holder Trust		11/15/2013	Trust: DELAWARE
Arby's Restaurant Group, Inc.		11/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	3568371	A FRESH LOOK AT ARBY'S	
Registration Number:	1279135	ADVENTURE MEAL	
Registration Number:	1018115	ARBY-Q	
Registration Number:	1920035	ARBY-Q	
Registration Number:	1065886	ARBY'S	
Registration Number:	890631	ARBY'S	
Registration Number:	1081230	ARBY'S	
Registration Number:	3857536	ARBY'S DINNER PACKS	
Registration Number:	2815992	ARBY'S MARKET FRESH	
Registration Number:	2720357	ARBY'S MARKET FRESH	
Registration Number:	842177	ARBY'S SAUCE	
Registration Number:	2299866	BRONCO BERRY SAUCE	
Registration Number:	1978200	CINNACHIPS	

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Registration Number:	2311506	DREAM BIG. WORK HARD. GET IT DONE. PL
Registration Number:	1983873	HOME OF THE ORIGINAL T.J. CINNAMONS SINC
Registration Number:	851991	HORSEY SAUCE
Registration Number:	2254562	JALAPENO BITES
Registration Number:	3223907	LOADED POTATO BITES
Registration Number:	3343900	MARKET FRESH
Registration Number:	2619643	MARKET FRESH
Registration Number:	2482642	
Registration Number:	3682625	ONE BITE GUARANTEE
Registration Number:	2805015	ARBY'S
Registration Number:	3833428	PROMISE CHECK
Registration Number:	3671237	ROASTBURGER
Registration Number:	2189934	SIDEKICKERS
Registration Number:	2443595	SPICY THREE PEPPER
Registration Number:	3866324	STEAKHOUSE TOASTED SUB
Registration Number:	1392724	T.J. CINNAMONS
Registration Number:	1397029	T.J. CINNAMONS
Registration Number:	2311553	T.J. CINNAMONS
Registration Number:	2861331	T.J. CINNAMONS CINNAMON TWIST
Registration Number:	2678089	T.J. CINNAMONS GOURMET COFFEES
Registration Number:	2480547	T.J. CINNAMONS MOCHA CHILL
Registration Number:	3737896	THE BURGER DONE BETTER
Registration Number:	1427659	THE ORIGINAL GOURMET CINNAMON ROLL
Registration Number:	2323947	THE PERFECT COMBINATION
Registration Number:	3817395	\$5 BUCK ROUNDUP
Registration Number:	3817302	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS
Registration Number:	3817301	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS
Registration Number:	4035858	OUTSIDE-IN CINNAMON BITES
Registration Number:	4136542	ARBY'S IT'S GOOD MOOD FOOD
Registration Number:	4057621	ARBY'S IT'S GOOD MOOD FOOD
Registration Number:	4373632	SLICING UP FRESHNESS
Registration Number:	4373633	SLICING UP THE TRUTH ABOUT FRESHNESS
Registration Number:	4373701	SNACK 'N SAVE
Registration Number:	4366059	ARBY'S
Registration Number:	4366060	ARBY'S

	4321231	ARBY'S KIDS MEAL
Serial Number:	85868264	MIGHTY MINIS
Serial Number:	86095265	ARBY'S

#### CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Rick Harrison

Signature:

/Rick Harrison/

Date:

11/19/2013

Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 15, 2013, between each of the grantors listed on the signature pages hereto (each, a “**Grantor**”), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ARG IH Corporation (the “**Borrower**”), ARG Holding Corporation, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement dated as of November 15, 2013 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of November 15, 2013 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, each Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of Property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security

interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License to which such Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of Intellectual Property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of such Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

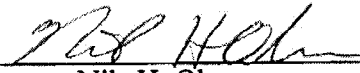
The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.


This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**ARBY'S IP HOLDER TRUST**

By:   
Name: Nils H. Okeson  
Title: Chief Administrative Officer,  
General Counsel and Secretary

**ARBY'S RESTAURANT GROUP, INC.**

By:   
Name: Nils H. Okeson  
Title: Chief Administrative Officer,  
General Counsel and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]]

**TRADEMARK**  
**REEL: 005157 FRAME: 0778**

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By: 

Name: Robert Hetu

Title: Authorized Signatory

By: 

Name: Kevin Buddhew

Title: Authorized Signatory

(Signature Page to Trademark Security Agreement)

**TRADEMARK**  
**REEL: 005157 FRAME: 0779**

**Schedule 1**  
**to Trademark Security Agreement**

**ARBY'S IP HOLDER TRUST**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Owner</b>	<b>App. #</b>	<b>File Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Classes</b>
A FRESH LOOK AT ARBY'S	Arby's IP Holder Trust	77/291,592	09/28/2007	3,568,371	01/27/2009	43
ADVENTURE MEAL	Arby's IP Holder Trust	73/385,889	09/16/1982	1,279,135	05/22/1984	30
ARBY-Q	Arby's IP Holder Trust	73/031,166	09/05/1974	1,018,115	08/12/1975	29
ARBY-Q	Arby's IP Holder Trust	74/556,371	08/02/1994	1,920,035	09/19/1995	30
ARBY'S	Arby's IP Holder Trust	73/083,231	04/08/1976	1,065,886	05/17/1977	29, 30, 32
ARBY'S	Arby's IP Holder Trust	72/268,365	04/05/1967	890,631	05/05/1970	42
ARBY'S & New Hat Design	Arby's IP Holder Trust	73/087,768	05/20/1976	1,081,230	01/03/1978	29, 30, 32, 42
ARBY'S DINNER PACKS	Arby's IP Holder Trust	77/630,101	12/10/2008	3,857,536	10/05/2010	029, 043
ARBY'S MARKET FRESH	Arby's IP Holder Trust	76/078,377	06/27/2000	2,815,992	02/24/2004	42
ARBY'S MARKET FRESH & Design	Arby's IP Holder Trust	76/081,229	06/30/2000	2,720,357	06/03/2003	42
ARBY'S SAUCE	Arby's IP Holder Trust	72/255,588	10/03/1966	842,177	01/09/1968	30
BRONCO BERRY SAUCE	Arby's IP Holder Trust	75/567,854	10/08/1998	2,299,866	12/14/1999	30
CINNACHIPS	Arby's IP Holder Trust	74/675,546	05/10/1995	1,978,200	06/04/1996	30
DREAM BIG. WORK HARD. GET IT DONE. PLAY FAIR. HAVE FUN. MAKE A DIFFERENCE.	Arby's IP Holder Trust	75/598,891	12/03/1998	2,311,506	01/25/2000	36
HOME OF THE ORIGINAL T.J. CINNAMONS SINCE 1984 GOURMET CINNAMON	Arby's IP Holder Trust	74/675,545	05/10/1995	1,983,873	07/02/1996	30, 42



Mark	Owner	App. #	File Date	Reg. #	Reg. Date	Classes
ROLL & Design						
HORSEY SAUCE	Arby's IP Holder Trust	72/255,587	10/03/1966	851,991	07/02/1968	30
JALAPENO BITES	Arby's IP Holder Trust	75/369,379	10/07/1997	2,254,562	06/15/1999	30
LOADED POTATO BITES	Arby's IP Holder Trust	78/584,417	03/10/2005	3,223,907	04/03/2007	29
MARKET FRESH	Arby's IP Holder Trust	78/784,725	01/04/2006	3,343,900	11/27/2007	29, 30
MARKET FRESH	Arby's IP Holder Trust	76/078,378	06/27/2000	2,619,643	09/17/2002	43
NEW HAT Design	Arby's IP Holder Trust	75/296,189	05/22/1997	2,482,642	08/28/2001	42
ONE BITE GUARANTEE	Arby's IP Holder Trust	77/669,838	02/13/2009	3,682,625	09/15/2009	43
Oven Mitt Design	Arby's IP Holder Trust	78/220,030	02/28/2003	2,805,015	01/13/2004	43
PROMISE CHECK	Arby's IP Holder Trust	77/658,582	01/28/2009	3,833,428	08/17/2010	035
ROASTBURGER	Arby's IP Holder Trust	77/587,549	10/07/2008	3,671,237	08/18/2009	30
SIDEKICKERS	Arby's IP Holder Trust	75/246,804	02/24/1997	2,189,934	09/15/1998	42
SPICY THREE PEPPER	Arby's IP Holder Trust	76/078,373	06/27/2000	2,443,595	04/10/2001	30
STEAKHOUSE TOASTED SUB	Arby's IP Holder Trust	77/657,678	01/27/2009	3,866,324	10/26/2010	30
T.J. CINNAMONS	Arby's IP Holder Trust	73/549,669	07/23/1985	1,392,724	05/06/1986	42
T.J. CINNAMONS	Arby's IP Holder Trust	73/549,613	07/23/1985	1,397,029	06/10/1986	30
T.J. CINNAMONS	Arby's IP Holder Trust	75/603,691	12/11/1998	2,311,553	01/25/2000	30
T.J. CINNAMONS CINNAMON TWIST	Arby's IP Holder Trust	78/146,255	07/22/2002	2,861,331	07/06/2004	30, 43
T.J. CINNAMONS GOURMET COFFEES & Design	Arby's IP Holder Trust	78/081,222	08/27/2001	2,678,089	01/21/2003	30
T.J. CINNAMONS MOCHA CHILL	Arby's IP Holder Trust	75/687,429	04/20/1999	2,480,547	08/21/2001	30
THE BURGER DONE BETTER	Arby's IP Holder Trust	77/587,539	10/07/2008	3,737,896	01/12/2010	30
THE ORIGINAL GOURMET CINNAMON ROLL	Arby's IP Holder Trust	73/563,628	10/17/1985	1,427,659	02/03/1987	30

Mark	Owner	App. #	File Date	Reg. #	Reg. Date	Classes
THE PERFECT COMBINATION	Arby's IP Holder Trust	75/631,212	02/01/1999	2,323,947	02/29/2000	42
\$5 BUCK ROUNDUP	Arby's IP Holder Trust	77/876,851	11/19/2009	3,817,395	07/13/2010	43
ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	Arby's IP Holder Trust	77/874,737	11/17/2009	3,817,302	07/13/2010	043
ARBY'S ROAST BEEF SANDWICH IS DELICIOUS & Design	Arby's IP Holder Trust	77/874,725	11/17/2009	3,817,301	07/13/2010	043
OUTSIDE-IN CINNAMON BITES	Arby's IP Holder Trust	85/035,478	05/11/2010	4,035,858	10/04/2011	30
ARBY'S IT'S GOOD MOOD FOOD	Arby's IP Holder Trust	85/226,826	01/26/2011	4,136,542	05/01/2012	043
ARBY'S. IT'S GOOD MOOD FOOD.	Arby's IP Holder Trust	85/226,812	01/26/2011	4,057,621	11/15/2011	043
SLICING UP FRESHNESS	Arby's IP Holder Trust	85/696,817	08/07/2012	4,373,632	07/23/2013	43
SLICING UP THE TRUTH ABOUT FRESHNESS	Arby's IP Holder Trust	85/696,821	08/07/2012	4,373,633	07/23/2013	43
SNACK 'N SAVE	Arby's IP Holder Trust	85/723,541	09/07/2012	4,373,701	07/23/2013	43
ARBY'S with Slicer Element	Arby's IP Holder Trust	85/724,482	09/10/2012	4,366,059	07/09/2013	43
ARBY'S with Slicer Element & Hat Design	Arby's IP Holder Trust	85/724,485	09/10/2012	4,366,060	07/09/2013	43
ARBY'S (with Slicer Element) KIDS MEAL & Hat Design	Arby's IP Holder Trust	85/747,868	10/08/2012	4,321,231	04/16/2013	43

#### U.S. TRADEMARK APPLICATIONS

Mark	Owner	App. #	File Date	Classes
MIGHTY MINIS	Arby's IP Holder Trust	85/868,264	03/06/2013	30
ARBY'S & Hat Design	Arby's IP Holder Trust	86/095,265	10/18/2013	29, 30, 32, 43

## **EXCLUSIVE TRADEMARK LICENSES**

1. Agreement, dated October 10, 1974, by and between AFA Service Corporation and Arby's Inc. (Arby's Inc. was merged with and into Arby's Restaurant Group, Inc., effective December 31, 2006).
2. License and Security Agreement dated November 21, 2000, by and between Arby's IP Holder Trust and Arby's Restaurant Group, Inc. (successor-in-interest to Arby's Franchise Trust).
3. License Agreement effective January 1, 2001, by and between Arby's, LLC and Arby's Restaurant Group, Inc.
4. License Agreement dated May 14, 2004, by and between Arby's, LLC and Arby's Restaurant Group, Inc.
5. License Agreement dated May 14, 2004, by and between Arby's IP Holder Trust and Arby's Restaurant Group, Inc.
6. License Agreement, dated as of October 16, 2006, by and between Arby's Restaurant Group, Inc. and ARG Services, Inc.
7. Trademark Use Agreement dated February 2013, by and among King's Hawaiian Holding Company, Inc., Arby's Restaurant Group, Inc. and AFA Service Corporation (an amendment and restatement is pending).