

## 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		01/27/2014	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	101 N. TRYON ST.		
Internal Address:	MAIL CODE NC1-001-05-4		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4460096	WENDY'S	
Registration Number:	4460097	WENDY'S	
Registration Number:	4452464		
Registration Number:	4460084	WENDY'S	
Registration Number:	4448948		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	01/27/2014
<p><b>Total Attachments: 5</b>  source=Third Supplemental Trademark Security Agreement (revised schedule)#page1.tif  source=Third Supplemental Trademark Security Agreement (revised schedule)#page2.tif  source=Third Supplemental Trademark Security Agreement (revised schedule)#page3.tif  source=Third Supplemental Trademark Security Agreement (revised schedule)#page4.tif  source=Third Supplemental Trademark Security Agreement (revised schedule)#page5.tif</p>	

### **Third Supplemental Trademark Security Agreement**

**Third Supplemental Trademark Security Agreement**, dated as of January 27, 2014 (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 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

Accepted and Agreed:

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

By: 



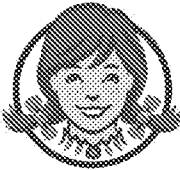

Name: Sabrina Hassan

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	4,460,096	12/31/2013	
Oldemark LLC	4,460,097	12/31/2013	
Oldemark LLC	4,452,464	12/17/2013	
Oldemark LLC	4,460,084	12/31/2013	
Oldemark LLC	4,448,948	12/10/2013	