

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QIP HOLDER LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
QUIZNO'S MASTER LLC, THE		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	77039103	ULTIMATE ITALIAN
Serial Number:	74150763	SPAGHETTI JACK'S
Serial Number:	73481233	QUIZNO'S
Serial Number:	74191042	QUIZNO'S
Serial Number:	75446487	QUIZNO'S SUBS OVEN BAKED CLASSICS
Serial Number:	76248996	OVEN TOASTED TASTES BETTER
Serial Number:	76315131	Q
Serial Number:	76315132	Q
Serial Number:	76315477	QUIZ KIDZ
Serial Number:	76382249	QUIZNOS
Serial Number:	76389519	MMMM...TOASTY
Serial Number:	76389520	TOASTY
Serial Number:	76389521	TOASTY
Serial Number:	76389522	MMMM...TOASTY
Serial Number:	77058344	QUIZNOS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77058368	Q
Serial Number:	77356191	MESA VERDE
Serial Number:	77549586	QUIZNOS DELIVERY
Serial Number:	77582670	QUIZNOS
Serial Number:	77582678	QUIZNOS
Serial Number:	77582689	Q
Serial Number:	77582691	Q
Serial Number:	77583597	TOASTY TORPEDOES
Serial Number:	77603498	QUIZNOS SUB
Serial Number:	77615608	CHOOSE 2
Serial Number:	77757711	TOASTY BULLETS
Serial Number:	77888046	Q KIDZ
Serial Number:	77892632	EAT TOASTY Q BE GREEN DO YOUR PART
Serial Number:	77894121	MMMMM...TOASTY!
Serial Number:	78242301	QUIZNOS SUB
Serial Number:	78247432	CHEF JIMMY'S
Serial Number:	78256008	QPOS
Serial Number:	78329812	Q
Serial Number:	78498191	QUIZNOS
Serial Number:	78498283	QUIZNOS SUB
Serial Number:	78530066	BATCH 83
Serial Number:	85114971	GO FO YO
Serial Number:	85120776	TOASTY FAVORITES
Serial Number:	85343566	MMMMM...TOASTY
Serial Number:	85400676	Q TO GO
Serial Number:	85643885	GO FO YO
Serial Number:	86234224	TOASTY.TV

CORRESPONDENCE DATA

Fax Number:

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

Phone: 2125305175
Email: jmarkham@milbank.com
Correspondent Name: Jordan P. Markham
Address Line 1: 1 Chase Manhattan Plaza
Address Line 2: Milbank Tweed
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 33560.20700

NAME OF SUBMITTER: Jordan P. Markham

TRADEMARK

REEL: 005312 FRAME: 0839

SIGNATURE:	/Jordan P. Markham/
DATE SIGNED:	06/30/2014
Total Attachments: 10 source=6. Intellectual Property Security Agreement#page1.tif source=6. Intellectual Property Security Agreement#page2.tif source=6. Intellectual Property Security Agreement#page3.tif source=6. Intellectual Property Security Agreement#page4.tif source=6. Intellectual Property Security Agreement#page5.tif source=6. Intellectual Property Security Agreement#page6.tif source=6. Intellectual Property Security Agreement#page7.tif source=6. Intellectual Property Security Agreement#page8.tif source=6. Intellectual Property Security Agreement#page9.tif source=6. Intellectual Property Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2014 (as amended, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Wilmington Trust, National Association, as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, QCE LLC, a Delaware limited liability company (the “Borrower”), has entered into a Second Amended and Restated Credit Agreement, dated as of June 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), with QCE FINANCE LLC, a Delaware limited liability company (“Holdco”), the Lenders party thereto from time to time, and the Administrative Agent;

WHEREAS, it is a condition precedent to the extension of credit by the Lenders under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2014, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for its benefit and the ratable benefit of the other Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Collateral Agreement) of the Grantors to the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Collateral Agreement):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each

registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

[signature page follows]

QCE FINANCE LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

QCE LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

AMERICAN FOOD DISTRIBUTORS, LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

QFA ROYALTIES LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

QIP HOLDER LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

QUIZ-CAN LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

QUIZNO'S CANADA HOLDING LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

QUIZNOS GLOBAL LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

RESTAURANT REALTY LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

THE QUIZNO'S MASTER LLC

By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President

THE QUIZNO'S OPERATING COMPANY LLC

By: Stuart Mathis

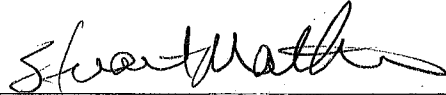
Name: Stuart Mathis
Title: CEO & President

TQSC II LLC

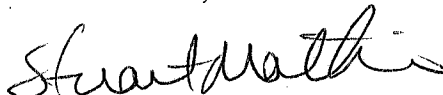
By: Stuart Mathis

Name: Stuart Mathis
Title: CEO & President


QAFT, INC., in its capacity as Trustee of the National Marketing Fund Trust under Declaration of Trust dated April 11, 1997, as amended March 1, 1999, as restated effective as of June 17, 2005 and as amended effective December 21, 2005

By: 
Name: Stuart Mathis
Title: CEO & President

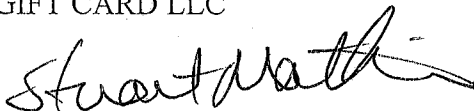
QAFT, INC., in its capacity as Trustee of The Regional Advertising Program Trust under Declaration of Trust dated June 6, 2000, as restated effective as of June 17, 2005 and as amended effective December 21, 2005

By: 
Name: Stuart Mathis
Title: CEO & President


QUIZMARK LLC

By: 
Name: Stuart Mathis
Title: CEO & President

QCE GIFT CARD LLC

By: 
Name: Stuart Mathis
Title: CEO & President

QAFT, INC.

By: 
Name: Stuart Mathis
Title: CEO & President

QUIZ-DIA LLC

By:



Name: Patrick Kelly

Title: President

U.S. Copyrights: None.

U.S. Patents:

Record Owner	Patent No. / Application Serial No.	Filing Date
QIP HOLDER LLC	7193184	04/07/2005
QIP HOLDER LLC	D467460	10/26/2001
QIP HOLDER LLC	D467797	10/26/2001

U.S. Trademarks:

Record Owner	Mark	Application Serial No.	Registration No.
QIP HOLDER LLC	ULTIMATE ITALIAN	77039103	3346396
THE QUIZNO'S CORPORATION	SPAGHETTI JACK'S [Typed Drawing]	74150763	1684756
THE QUIZNO'S MASTER LLC	QUIZNO'S [Typed Drawing]	73481233	1317421
THE QUIZNO'S MASTER LLC	QUIZNO'S [Design]	74191042	1716834
THE QUIZNO'S MASTER LLC	QUIZNO'S SUBS OVEN BAKED CLASSICS [Design]	75446487	2228680
THE QUIZNO'S MASTER LLC	OVEN TOASTED TASTES BETTER [Typed Drawing]	76248996	2540306
THE QUIZNO'S MASTER LLC	Q [Stylized]	76315131	2714443
THE QUIZNO'S MASTER LLC	Q [Stylized]	76315132	2722381
THE QUIZNO'S MASTER LLC	QUIZ KIDZ [Typed Drawing]	76315477	2765143
THE QUIZNO'S MASTER LLC	QUIZNOS [Typed Drawing]	76382249	2728066
THE QUIZNO'S MASTER LLC	MMMM...TOASTY [Typed Drawing]	76389519	2921118
THE QUIZNO'S MASTER LLC	TOASTY [Typed Drawing]	76389520	2971338
THE QUIZNO'S MASTER LLC	TOASTY [Typed Drawing]	76389521	2901076
THE QUIZNO'S MASTER LLC	MMMM...TOASTY [Typed Drawing]	76389522	2892389

Record Owner	Mark	Application Serial No.	Registration No.
THE QUIZNO'S MASTER LLC	QUIZNOS	77058344	3279228
THE QUIZNO'S MASTER LLC	Q [Stylized]	77058368	3279229
THE QUIZNO'S MASTER LLC	MESA VERDE	77356191	3522278
THE QUIZNO'S MASTER LLC	QUIZNOS DELIVERY [Design]	77549586	3564673
THE QUIZNO'S MASTER LLC	QUIZNOS	77582670	3615799
THE QUIZNO'S MASTER LLC	QUIZNOS	77582678	3615801
THE QUIZNO'S MASTER LLC	Q [Design]	77582689	3615802
THE QUIZNO'S MASTER LLC	Q [Design]	77582691	3615804
THE QUIZNO'S MASTER LLC	TOASTY TORPEDOES	77583597	3745305
THE QUIZNO'S MASTER LLC	QUIZNOS SUB	77603498	3616010
THE QUIZNO'S MASTER LLC	CHOOSE 2	77615608	3681380
THE QUIZNO'S MASTER LLC	TOASTY BULLETS	77757711	3945051
THE QUIZNO'S MASTER LLC	Q KIDZ	77888046	3898869
THE QUIZNO'S MASTER LLC	EAT TOASTY Q BE GREEN DO YOUR PART [Design]	77892632	3932245
THE QUIZNO'S MASTER LLC	MMMMM...TOASTY!	77894121	3818262
THE QUIZNO'S MASTER LLC	QUIZNOS SUB [Stylized]	78242301	2843107
THE QUIZNO'S MASTER LLC	CHEF JIMMY'S	78247432	2945032
THE QUIZNO'S MASTER LLC	QPOS [Typed Drawing]	78256008	2866741
THE QUIZNO'S MASTER LLC	Q [Stylized]	78329812	2945298
THE QUIZNO'S MASTER LLC	QUIZNOS	78498191	3013409
THE QUIZNO'S MASTER LLC	QUIZNOS SUB [Stylized]	78498283	3013410
THE QUIZNO'S MASTER LLC	BATCH 83	78530066	3020912

Record Owner	Mark	Application Serial No.	Registration No.
THE QUIZNO'S MASTER LLC	GO FO YO	85114971	4102984
THE QUIZNO'S MASTER LLC	TOASTY FAVORITES	85120776	4050501
THE QUIZNO'S MASTER LLC	MMMMM...TOASTY	85343566	4087651
THE QUIZNO'S MASTER LLC	Q TO GO	85400676	4131419
THE QUIZNO'S MASTER LLC	GO FO YO	85643885	4366969
THE QUIZNO'S MASTER LLC	TOASTY.TV	86234224	