

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326929

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------------------------------|----------|----------------|-----------------------|
| Tim Hortons USA Inc., as Grantor | | 12/12/2014 | CORPORATION: DELAWARE |
| Burger King Corporation, a Florida corporation, as Grantor | | 12/12/2014 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------------------|
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent |
| Street Address: | 500 Stanton Christiana Road |
| City: | Newark |
| State/Country: | DELAWARE |
| Postal Code: | 19713 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 139

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------------|
| Registration Number: | 2457618 | ALWAYS FRESH TIM HORTONS |
| Registration Number: | 3790700 | BAGEL B.E.L.T. |
| Registration Number: | 2314620 | GREAT COFFEE EVERY TIME |
| Registration Number: | 4135752 | IT'S WHO YOU ARE THAT MAKES US WHO WE AR |
| Registration Number: | 2145676 | ROLL UP THE RIM TO WIN |
| Registration Number: | 3638972 | RRROLL IT! OWN IT! |
| Registration Number: | 3701070 | RRROLL UP THE RIM TO WIN |
| Registration Number: | 3701071 | RRROLL UP THE RIM TO WIN |
| Registration Number: | 2863213 | TEAM TIM HORTONS |
| Registration Number: | 3441669 | TIM CARD |
| Registration Number: | 2025251 | TIM HORTONS |
| Registration Number: | 2433796 | TIM HORTONS ALWAYS FRESH |
| Registration Number: | 4069662 | TIM HORTONS ALWAYS FRESH CAFE & BAKE SHO |
| Registration Number: | 4065879 | TIM HORTONS ALWAYS FRESH COFFEE & BAKE S |
| Registration Number: | 4415127 | TIM HORTONS CAFE & BAKE SHOP |
| Registration Number: | 1690691 | TIM HORTONS |
| Registration Number: | 3198138 | TIM HORTONS TOGETHER WITH YOU, MAKING GO |
| Registration Number: | 2026723 | TIMBITS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 2527878 | TIM'S OWN |
| Registration Number: | 3711275 | TIM'S TAKE TEN |
| Registration Number: | 3911585 | TIMSHOP |
| Registration Number: | 4455613 | WHERE QUALITY MEETS VALUE |
| Registration Number: | 4297259 | WHERE QUALITY MEETS VALUE |
| Registration Number: | 1451533 | A.M. EXPRESS |
| Registration Number: | 3815520 | ALWAYS FIRED NEVER FRIED |
| Registration Number: | 4420052 | AMERICA'S FAVORITE BURGER |
| Registration Number: | 3804598 | ANGRY WHOPPER |
| Serial Number: | 86261946 | BE YOUR WAY |
| Registration Number: | 3611857 | BK |
| Registration Number: | 3476576 | BK |
| Registration Number: | 2790924 | BK |
| Registration Number: | 3534987 | BK |
| Registration Number: | 3947236 | BK |
| Registration Number: | 3708652 | BK |
| Registration Number: | 1982277 | BK BIG FISH |
| Registration Number: | 3673001 | BK BREAKFAST SHOTS |
| Registration Number: | 3797561 | BK BRUNCH |
| Registration Number: | 3543615 | BK BURGER SHOTS |
| Registration Number: | 4133232 | BK CROWN |
| Registration Number: | 4126985 | BK CROWN |
| Registration Number: | 4535453 | BK FUSION |
| Registration Number: | 4018300 | BK POSITIVE STEPS |
| Registration Number: | 3716870 | BK POSITIVE STEPS |
| Registration Number: | 3673000 | BK SHOTS |
| Registration Number: | 3543591 | BK WRAPPER |
| Registration Number: | 3767138 | BORN TO RULE ALL BURGERS |
| Registration Number: | 2189809 | BURGER BUCKS |
| Registration Number: | 0869775 | BURGER KING |
| Registration Number: | 3355280 | BURGER KING |
| Registration Number: | 2428846 | BURGER KING |
| Registration Number: | 2449825 | BURGER KING |
| Registration Number: | 2449826 | BURGER KING |
| Registration Number: | 2448248 | BURGER KING |
| Registration Number: | 2445008 | BURGER KING |
| Registration Number: | 2445009 | BURGER KING |
| Registration Number: | 2449837 | BURGER KING |
| Registration Number: | 2445014 | BURGER KING |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 3611863 | BURGER KING |
| Registration Number: | 3802779 | BURGER KING |
| Registration Number: | 2445005 | BURGER KING |
| Registration Number: | 2428856 | BURGER KING |
| Registration Number: | 2755927 | BURGER KING |
| Registration Number: | 2262585 | BURGER KING |
| Registration Number: | 0901311 | BURGER KING |
| Registration Number: | 1057250 | BURGER KING |
| Registration Number: | 1076177 | BURGER KING |
| Registration Number: | 3085308 | BURGER KING SCHOLARS |
| Registration Number: | 3465283 | CHICK'N CRISP |
| Registration Number: | 3572376 | CHOICE RULES |
| Registration Number: | 3572546 | CLUB BK |
| Registration Number: | 3842724 | COMO TE GUSTA |
| Registration Number: | 2891743 | COOKIN' OVER AN OPEN FIRE |
| Registration Number: | 3815519 | COOL DOWN WITH THE KING |
| Registration Number: | 1550398 | CROISSAN'WICH |
| Registration Number: | 2310680 | |
| Registration Number: | 2187487 | DOUBLE WHOPPER |
| Registration Number: | 2150854 | DRINK IT YOUR WAY |
| Registration Number: | 2150855 | DRINK IT YOUR WAY |
| Serial Number: | 85686843 | EL SABOR ES EL REY |
| Registration Number: | 2889947 | FIRE UP YOUR DAY |
| Serial Number: | 86339359 | FLAME GRILLED |
| Registration Number: | 3355936 | FRYPOD |
| Registration Number: | 2183772 | GET YOUR BREAKFAST'S WORTH |
| Registration Number: | 2183773 | GET YOUR BURGER'S WORTH |
| Registration Number: | 3955507 | GO PLAY YOUR WAY AT BK |
| Registration Number: | 3853010 | GUEST TRAC |
| Registration Number: | 0961016 | HAVE IT YOUR WAY |
| Registration Number: | 1081348 | HAVE IT YOUR WAY |
| Serial Number: | 86339364 | SINCE 1954 |
| Registration Number: | 2283409 | HOME OF FLAME BROILING |
| Registration Number: | 0782990 | HOME OF THE WHOPPER |
| Registration Number: | 3791312 | IGNITE YOUR TASTEBUDS |
| Registration Number: | 2374317 | IT JUST TASTES BETTER |
| Registration Number: | 1370409 | KING COMBO |
| Registration Number: | 3808360 | KING DEALS |
| Serial Number: | 86339370 | KING DEALS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------------------------|
| Registration Number: | 3759273 | KING KOLOSSALZ |
| Registration Number: | 3723674 | KING KRINKZ |
| Registration Number: | 2326394 | KING OF FRIES |
| Registration Number: | 3759212 | KING WEDGEZ |
| Registration Number: | 3304745 | KURGER BING |
| Registration Number: | 3836230 | MAN DISCOVERED FIRE FOR A REASON |
| Registration Number: | 3853145 | NEVER FRIED ALWAYS FIRED |
| Registration Number: | 3048385 | PAY IT YOUR WAY |
| Registration Number: | 4525623 | SATISFRIES |
| Registration Number: | 0714249 | |
| Registration Number: | 2636676 | SIZE IT YOUR WAY |
| Serial Number: | 86339356 | |
| Registration Number: | 3401085 | STAY CONNECTED YOUR WAY |
| Registration Number: | 0955425 | |
| Serial Number: | 85646259 | TASTE IS KING |
| Registration Number: | 2269249 | TASTE RULES |
| Registration Number: | 3163290 | TENDERCRISP |
| Registration Number: | 3427370 | TENDERCRISP |
| Registration Number: | 3025650 | TENDERCRISP |
| Registration Number: | 3071543 | TENDERGRILL |
| Registration Number: | 3426176 | TENDERGRILL |
| Registration Number: | 3767410 | THE KING GRILLS HERE |
| Registration Number: | 3992630 | BURGER KING BURGER KING |
| Registration Number: | 2467817 | TREAT YOURSELF COOL |
| Registration Number: | 3242175 | TRIPLE WHOPPER |
| Registration Number: | 3605366 | TU CIUDAD TU MUSICA |
| Registration Number: | 1095538 | WE WOULDN'T HAVE IT ANY OTHER WAY |
| Registration Number: | 0872256 | WHALER |
| Registration Number: | 0989152 | WHERE KIDS ARE KING |
| Registration Number: | 4046784 | WHOPPER |
| Registration Number: | 3736954 | WHOPPER |
| Registration Number: | 3736973 | WHOPPER |
| Registration Number: | 0899775 | WHOPPER |
| Registration Number: | 3659042 | WHOPPER BAR |
| Registration Number: | 1062368 | WHOPPER JR. |
| Serial Number: | 86339385 | WHOPPER JR. |
| Registration Number: | 3900690 | YOUR WHOPPER YOUR WAY |
| Registration Number: | 0861438 | YUMBO |
| Registration Number: | 4167203 | BURGER KING BKS BURGER KING SCHOLARS HON TRADEMARK |

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------|
| Registration Number: | 3504914 | BEAT CANCER FOR KIDS |
| Registration Number: | 3439556 | THE KING OF ALL GIFTS |
| Registration Number: | 2831756 | THE FIRE'S READY |
| Serial Number: | 86339378 | WHOPPER |

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Ken Tan |
| SIGNATURE: | /Michael Barys TR/ |
| DATE SIGNED: | 12/22/2014 |

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 12, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A. (“JPMCB”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the “Parent Borrower”), New Red Finance, Inc., a Delaware corporation (the “Subsidiary Borrower” and together with the Parent Borrower, the “Borrowers”), 1013421 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (“Holdings”), JPMCB, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of October 27, 2014 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property)

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party

[US IP Security Agreement (Trademarks)]

TRADEMARK
REEL: 005423 FRAME: 0912

under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

[US IP Security Agreement (Trademarks)]

TRADEMARK
REEL: 005423 FRAME: 0913

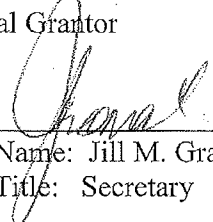
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DECLARATION OF EXECUTION

I, Lisa Giles-Klein, whose full post office address is: 5505 Blue Lagoon Drive, Miami, Florida 33126, hereby declare, that I was personally present and did see the person signing on behalf of Burger King Corporation, who is personally known to me, duly sign and execute the above Intellectual Property Security Agreement.

BURGER KING CORPORATION,
as Initial Grantor

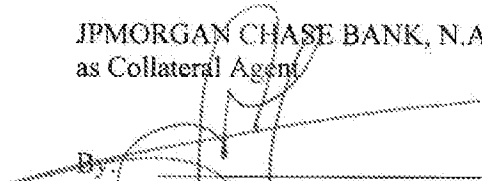
By: _____


Name: Jill M. Granat
Title: Secretary

[Signature Page to US IP Security Agreement (Trademark)]

TRADEMARK
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JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Sarah L. Freedman
Title: Executive Director

[Signature Page to US IP Security Agreement (Trademarks)]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

| Registered owner/ Grantor | Trademark | Application No. | Registration No. |
|------------------------------|-------------------------------------------------------|-----------------|------------------|
| TIM HORTONS USA INC. | ALWAYS FRESH TIM HORTONS And Design | 75/366102 | 2457618 |
| TIM HORTONS USA INC. | BAGEL B.E.L.T. | 77/418489 | 3790700 |
| TIM HORTONS USA INC. | GREAT COFFEE EVERY TIME | 75/644195 | 2314620 |
| TIM HORTONS USA INC. | IT'S WHO YOU ARE THAT MAKES US WHO WE ARE | 77/499041 | 4135752 |
| TIM HORTONS USA INC. | ROLL UP THE RIM TO WIN | 75/078516 | 2145676 |
| TIM HORTONS USA INC. | RRROLL IT! OWN IT! | 77/614383 | 3638972 |
| TIM HORTONS USA INC. | RRROLL UP THE RIM TO WIN | 77/639304 | 3701070 |
| TIM HORTONS USA INC. | RRROLL UP THE RIM TO WIN | 77/639328 | 3701071 |
| TIM HORTONS USA INC. | TEAM TIM HORTONS And Design | 76/333363 | 2863213 |
| TIM HORTONS USA INC. | TIM CARD | 77/096782 | 3441669 |
| TIM HORTONS USA INC. | TIM HORTONS | 75/008873 | 2025251 |
| TIM HORTONS USA INC. | TIM HORTONS ALWAYS FRESH And Design | 75/366315 | 2433796 |
| TIM HORTONS USA INC. | TIM HORTONS ALWAYS FRESH CAFE & BAKE SHOP EST. 1964 | 85/167598 | 4069662 |
| TIM HORTONS USA INC. | TIM HORTONS ALWAYS FRESH COFFEE & BAKE SHOP EST. 1964 | 85/167609 | 4065879 |
| TIM HORTONS USA INC. | TIM HORTONS CAFE & BAKE SHOP | 85/018795 | 4415127 |
| TIM HORTONS USA INC. | TIM HORTONS DESIGN | 74/025793 | 1690691 |

[US IP Security Agreement (Trademarks)]

| | | | |
|-------------------------|-------------------------------------------------------------------|-----------|---------|
| TIM HORTONS USA INC. | TIM HORTONS TOGETHER WITH YOU, MAKING GOOD THINGS HAPPEN | 78/614150 | 3198138 |
| TIM HORTONS USA INC. | TIMBITS | 75/008874 | 2026723 |
| TIM HORTONS USA INC. | TIM'S OWN | 75/552338 | 2527878 |
| TIM HORTONS USA INC. | TIM'S TAKE TEN | 77/614422 | 3711275 |
| TIM HORTONS USA INC. | TIMSHOP | 77/632116 | 3911585 |
| TIM HORTONS USA INC. | WHERE QUALITY MEETS VALUE | 85/514375 | 4455613 |
| TIM HORTONS USA INC. | WHERE QUALITY MEETS VALUE | 85/514363 | 4297259 |
| BURGER KING CORPORATION | A.M. EXPRESS | 73/636311 | 1451533 |
| BURGER KING CORPORATION | ALWAYS FIRED NEVER FRIED | 77/721556 | 3815520 |
| BURGER KING CORPORATION | AMERICA'S FAVORITE BURGER | 85/763884 | 4420052 |
| BURGER KING CORPORATION | ANGRY WHOPPER | 77/758591 | 3804598 |
| BURGER KING CORPORATION | BE YOUR WAY | 86/261946 | |
| BURGER KING CORPORATION | BK | 77/570231 | 3611857 |
| BURGER KING CORPORATION | BK | 77/975676 | 3476576 |
| BURGER KING CORPORATION | BK | 76/484750 | 2790924 |
| BURGER KING CORPORATION | BK | 77/252106 | 3534987 |
| BURGER KING CORPORATION | BK | 85/094667 | 3947236 |
| BURGER KING CORPORATION | BK & Flaming Crescent Design | 77/722030 | 3708652 |
| BURGER KING CORPORATION | BK BIG FISH | 74/663958 | 1982277 |

[US IP Security Agreement (Trademarks)]

| | | | |
|-------------------------|-------------------------------|-----------|---------|
| BURGER KING CORPORATION | BK BREAKFAST SHOTS | 77/694833 | 3673001 |
| BURGER KING CORPORATION | BK BRUNCH | 77/979368 | 3797561 |
| BURGER KING CORPORATION | BK BURGER SHOTS | 77/499937 | 3543615 |
| BURGER KING CORPORATION | BK CROWN | 85/384485 | 4133232 |
| BURGER KING CORPORATION | BK CROWN | 85/400880 | 4126985 |
| BURGER KING CORPORATION | BK FUSION | 85/173607 | 4535453 |
| BURGER KING CORPORATION | BK POSITIVE STEPS | 85/109311 | 4018300 |
| BURGER KING CORPORATION | BK POSITIVE STEPS | 77/687239 | 3716870 |
| BURGER KING CORPORATION | BK SHOTS | 77694818 | 3673000 |
| BURGER KING CORPORATION | BK WRAPPER | 77/475728 | 3543591 |
| BURGER KING CORPORATION | BORN TO RULE ALL BURGERS | 77/804843 | 3767138 |
| BURGER KING CORPORATION | BURGER BUCKS | 75172757 | 2189809 |
| BURGER KING CORPORATION | BURGER KING | 72306090 | 0869775 |
| BURGER KING CORPORATION | BURGER KING | 77/128236 | 3355280 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75655962 | 2428846 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75656416 | 2449825 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75656417 | 2449826 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75656619 | 2448248 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75662399 | 2445008 |

[US IP Security Agreement (Trademarks)]

| | | | |
|-------------------------|-------------------------------------------------------|-----------|---------|
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75662803 | 2445009 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75662809 | 2449837 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75664301 | 2445014 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 77/570881 | 3611863 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 77853595 | 3802779 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75662109 | 2445005 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design | 75662110 | 2428856 |
| BURGER KING CORPORATION | BURGER KING & Crescent Design (Color) | 76/468010 | 2755927 |
| BURGER KING CORPORATION | BURGER KING & Ham-burger Design | 75437867 | 2262585 |
| BURGER KING CORPORATION | BURGER KING & Ham-burger Design | 72328416 | 0901311 |
| BURGER KING CORPORATION | BURGER KING & Ham-burger Design (Color, Red & Orange) | 73076655 | 1057250 |
| BURGER KING CORPORATION | BURGER KING (Stylized) | 73114231 | 1076177 |
| BURGER KING CORPORATION | BURGER KING SCHOLARS and Design | 78625638 | 3085308 |
| BURGER KING CORPORATION | CHICK'N CRISP | 77128249 | 3465283 |
| BURGER KING CORPORATION | CHOICE RULES | 77513426 | 3572376 |
| BURGER KING CORPORATION | CLUB BK | 77531331 | 3572546 |
| BURGER KING CORPORATION | COMO TE GUSTA | 77755456 | 3842724 |
| BURGER KING CORPORATION | COOKIN' OVER AN OPEN FIRE | 76490365 | 2891743 |
| BURGER KING | COOL DOWN WITH THE | 77721553 | 3815519 |

[US IP Security Agreement (Trademarks)]

| | | | |
|-------------------------|---------------------------------|-----------|---------|
| CORPORATION | KING | | |
| BURGER KING CORPORATION | CROISSAN'WICH | 73761031 | 1550398 |
| BURGER KING CORPORATION | Crown Design | 75481274 | 2310680 |
| BURGER KING CORPORATION | DOUBLE WHOPPER | 75301603 | 2187487 |
| BURGER KING CORPORATION | DRINK IT YOUR WAY | 75274944 | 2150854 |
| BURGER KING CORPORATION | DRINK IT YOUR WAY | 75274945 | 2150855 |
| BURGER KING CORPORATION | EL SABOR ES EL REY | 85/686843 | |
| BURGER KING CORPORATION | FIRE UP YOUR DAY | 76/515392 | 2889947 |
| BURGER KING CORPORATION | FLAME GRILLED & Design | 86/339359 | |
| BURGER KING CORPORATION | FRYPOD | 77/165005 | 3355936 |
| BURGER KING CORPORATION | GET YOUR BREAKFAST'S WORTH | 75301604 | 2183772 |
| BURGER KING CORPORATION | GET YOUR BURGER'S WORTH | 75301605 | 2183773 |
| BURGER KING CORPORATION | GO PLAY YOUR WAY AT BK | 77867948 | 3955507 |
| BURGER KING CORPORATION | GUEST TRAC | 77934725 | 3853010 |
| BURGER KING CORPORATION | HAVE IT YOUR WAY | 72/413798 | 0961016 |
| BURGER KING CORPORATION | HAVE IT YOUR WAY (Stylized) | 73070797 | 1081348 |
| BURGER KING CORPORATION | SINCE 1954 Heritage Man Logo | 86/339364 | |
| BURGER KING CORPORATION | HOME OF FLAME BROILING | 75590041 | 2283409 |
| BURGER KING CORPORATION | HOME OF THE WHOPPER | 72098429 | 782990 |

[US IP Security Agreement (Trademarks)]

| | | | |
|-------------------------|----------------------------------------------------------------------|-----------|---------|
| BURGER KING CORPORATION | IGNITE YOUR TASTEBUDS | 77721555 | 3791312 |
| BURGER KING CORPORATION | IT JUST TASTES BETTER | 75528190 | 2374317 |
| BURGER KING CORPORATION | KING COMBO | 73491923 | 1370409 |
| BURGER KING CORPORATION | KING DEALS | 77765824 | 3808360 |
| BURGER KING CORPORATION | KING DEALS Logo | 86/339370 | |
| BURGER KING CORPORATION | KING KOLOSSALZ | 77754300 | 3759273 |
| BURGER KING CORPORATION | KING KRINKZ | 77667582 | 3723674 |
| BURGER KING CORPORATION | KING OF FRIES | 75668316 | 2326394 |
| BURGER KING CORPORATION | KING WEDGEZ | 77717767 | 3759212 |
| BURGER KING CORPORATION | KURGER BING | 78/927908 | 3304745 |
| BURGER KING CORPORATION | Man Discovered Fire for a Reason | 77881923 | 3836230 |
| BURGER KING CORPORATION | NEVER FRIED ALWAYS FIRED | 77937383 | 3853145 |
| BURGER KING CORPORATION | PAY IT YOUR WAY | 76628994 | 3048385 |
| BURGER KING CORPORATION | SATISFRIES | 86/074815 | 4525623 |
| BURGER KING CORPORATION | Sitting Burger King Character (right hand shake) on Hamburger Design | 72/098428 | 0714249 |
| BURGER KING CORPORATION | SIZE IT YOUR WAY | 76/136808 | 2636676 |
| BURGER KING CORPORATION | Social Crown Logo | 86/339356 | |
| BURGER KING CORPORATION | STAY CONNECTED YOUR WAY | 77209275 | 3401085 |
| BURGER KING | Stout Character Burger King | 72/431828 | 0955425 |

[US IP Security Agreement (Trademarks)]

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|-------------------------|--------------------------------------|-----------|---------|
| CORPORATION | Design (Color) | | |
| BURGER KING CORPORATION | TASTE IS KING | 85/646259 | |
| BURGER KING CORPORATION | TASTE RULES | 75566290 | 2269249 |
| BURGER KING CORPORATION | TENDERCRISP | 76978327 | 3163290 |
| BURGER KING CORPORATION | TENDERCRISP | 76978797 | 3427370 |
| BURGER KING CORPORATION | TENDERCRISP | 76600533 | 3025650 |
| BURGER KING CORPORATION | TENDERGRILL | 76583688 | 3071543 |
| BURGER KING CORPORATION | TENDERGRILL | 77/265714 | 3426176 |
| BURGER KING CORPORATION | THE KING GRILLS HERE | 77826470 | 3767410 |
| BURGER KING CORPORATION | BURGER KING BURGER KING & King Image | 85137937 | 3992630 |
| BURGER KING CORPORATION | TREAT YOURSELF COOL | 76073647 | 2467817 |
| BURGER KING CORPORATION | TRIPLE WHOPPER | 78/929696 | 3242175 |
| BURGER KING CORPORATION | TU CIUDAD TU MUSICA | 77501897 | 3605366 |
| BURGER KING CORPORATION | WE WOULDN'T HAVE IT ANY OTHER WAY | 73134826 | 1095538 |
| BURGER KING CORPORATION | WHALER | 72284291 | 872256 |
| BURGER KING CORPORATION | WHERE KIDS ARE KING | 72432193 | 989152 |
| BURGER KING CORPORATION | WHOPPER | 85156013 | 4046784 |
| BURGER KING CORPORATION | WHOPPER | 77792219 | 3736954 |
| BURGER KING CORPORATION | WHOPPER | 77819630 | 3736973 |

[US IP Security Agreement (Trademarks)]

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| BURGER KING CORPORATION | WHOPPER | 72/306089 | 899775 |
| BURGER KING CORPORATION | WHOPPER BAR | 77450760 | 3659042 |
| BURGER KING CORPORATION | WHOPPER JR. | 73073269 | 1062368 |
| BURGER KING CORPORATION | WHOPPER JR. Logo | 86/339385 | |
| BURGER KING CORPORATION | WHOPPER Logo | 86/339378 | |
| BURGER KING CORPORATION | YOUR WHOPPER YOUR WAY | 85054673 | 3900690 |
| BURGER KING CORPORATION | YUMBO | 72272574 | 861438 |
| BURGER KING CORPORATION | BURGER KING BKS BURGER KING SCHOLARS HONORING JIM MCLAMORE | 85457513 | 4167203 |
| BURGER KING CORPORATION | BEAT CANCER FOR KIDS | 77401433 | 3504914 |
| BURGER KING CORPORATION | THE KING OF ALL GIFTS | 77229133 | 3439556 |
| BURGER KING CORPORATION | THE FIRE'S READY | 76523025 | 2831756 |

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