

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	500 Stanton Christiana Rd
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713
<b>Entity Type:</b>	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:	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.
Serial Number:	86339378	WHOPPER
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
Registration Number:	3723674	KING KRINKZ

**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

<b>NAME OF SUBMITTER:</b>	Ken Tan
<b>SIGNATURE:</b>	/Michael Barys TR/
<b>DATE SIGNED:</b>	12/22/2014

**Total Attachments: 14**

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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Burger King Corporation, a Florida corporation, as Grantor  
Citizenship – USA – FL  
5505 Blue Lagoon Drive  
Miami, FL 33126

## 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: 005424 FRAME: 0723**

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: 005424 FRAME: 0724**



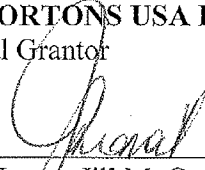
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DECLARATION OF EXECUTION

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

**TIM HORTONS USA INC.,**  
as Initial Grantor

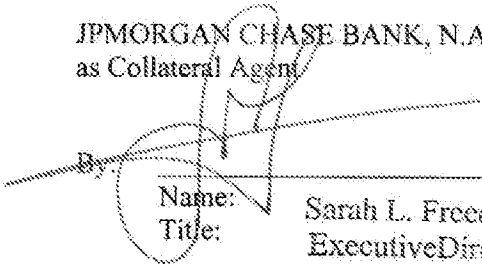
By: \_\_\_\_\_

  
Name: Jill M. Granat  
Title: Secretary

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

**TRADEMARK**  
**REEL: 005424 FRAME: 0725**

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)]



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)]

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

[US IP Security Agreement (Trademarks)]