

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burger King Corporation		05/22/2015	CORPORATION: FLORIDA
Tim Hortons USA Inc.		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Road, Ops 2, 3rd Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86488726	BURGER KING YOUR WAY	
Registration Number:	4653780	EL SABOR ES EL REY	
Serial Number:	86476394	DESDE 1954	
Serial Number:	86482537	KING DEALS	
Registration Number:	4653783	TASTE IS KING	
Serial Number:	86472224	ICED CAPP	
Serial Number:	86530934	MORE GOOD TO LOVE.	
Serial Number:	86537006	RRROLL UP REPLAY!	
Serial Number:	86529393	TAKE TWELVE	
Serial Number:	86537013	THREE PEAKS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		

OP \$265.00 86488726

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/26/2015
Total Attachments: 7 source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page1.tif source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page2.tif source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page3.tif source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page4.tif source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page5.tif source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page6.tif source=6. RBI - US First Lien IP Security Agreement (Trademarks) (Executed)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Burger King Corporation
- 2. Tim Hortons USA Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. FL; 2. DE
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 22, 2015

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 500 Stanton Christiana Road, Ops 2, 3rd Floor

City: Newark

State: DE

Country: USA Zip: 19713

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 22, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 May 22, 2015, 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”), as amended by Amendment No 1., dated as of the date hereof, among the Borrowers, Holdings, JPMCB and each Lender from time to time party thereto (the “Amendment”), 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 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 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]

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, Daryll Culp, whose full post office address is: 11846 SW 93 Terrace, ~~Miami, FL 33156~~, 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: Lisa Giles-Klein

Name: Lisa Giles-Klein

Title: Assistant Secretary

DECLARATION OF EXECUTION

I, _____, whose full post office address is: _____, 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 Granat

Title: Secretary

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, _____, whose full post office address is: _____, 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

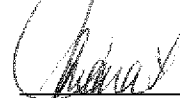
By: _____
Name: Lisa Giles-Klein
Title: Assistant Secretary

DECLARATION OF EXECUTION

I, Lisa Giles-Klein, whose full post office address is: 13430 SW 690 Ct., Miami, FL, 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.

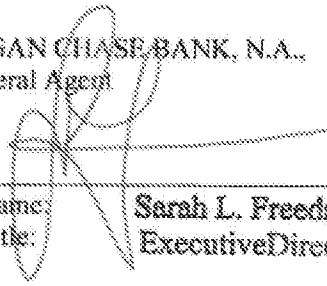
TIM HORTONS USA INC.

as Initial Grantor

By:  _____
Name: Jill Granat
Title: Secretary

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

By:



Name: Sarah L. Freedman
Title: Executive Director

{Signature Page to US IP Security Agreement (Trademarks)}

TRADEMARK
REEL: 005522 FRAME: 0777

SCHEDULE A

United States Trademark Registrations and Trademark Applications

OWNER/GRANTOR	Trademark	Status	Application No.	Registration No.	Registration Date/Filing Date
BURGER KING CORPORATION	BURGER KING & Crescent Design YOUR WAY	PENDING – USE BASED	86/488726		
BURGER KING CORPORATION	EL SABOR ES EL REY	REGISTERED	85/982620	4653780	12/09/2014
BURGER KING CORPORATION	DESDE 1954 Heritage Man Logo	PENDING – ITU	86/476394		
BURGER KING CORPORATION	KING DEALS	PENDING – ITU	86/482537		
BURGER KING CORPORATION	TASTE IS KING	REGISTERED	85/982752	4653783	12/09/2014
TIM HORTONS USA INC.	ICED CAPP	PENDING	86/472,224		12/05/2014
TIM HORTONS USA INC.	MORE GOOD TO LOVE.	PENDING (ITU)	86/530,934		02/10/2015
TIM HORTONS USA INC.	RRROLL UP REPLAY!	PENDING	86/537,006		02/17/2015
TIM HORTONS USA INC.	TAKE TWELVE	PENDING (ITU)	86/529,393		02/09/2015
TIM HORTONS USA INC.	THREE PEAKS	PENDING (ITU)	86/537,013		02/17/2015