

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342343

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:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 141			
Property Type	Number	Word Mark	
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	

OP \$3540.00 1451533

Property Type	Number	Word Mark
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
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
Serial Number:	86488726	BURGER KING YOUR WAY
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:	3572376	CHOICE RULES
Registration Number:	3572546	CLUB BK
Registration Number:	3842724	COMO TE GUSTA
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
Registration Number:	4653780	EL SABOR ES EL REY
Serial Number:	86339359	FLAME GRILLED

Property Type	Number	Word Mark
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:	86476394	DESDE 1954
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:	86482537	KING DEALS
Serial Number:	86339370	KING DEALS
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:	0955425	
Registration Number:	4653783	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

Property Type	Number	Word Mark
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
Registration Number:	2831756	THE FIRE'S READY
Registration Number:	2457618	ALWAYS FRESH TIM HORTONS
Registration Number:	3790700	BAGEL B.E.L.T.
Serial Number:	86472224	ICED CAPP
Registration Number:	2314620	GREAT COFFEE EVERY TIME
Registration Number:	4135752	IT'S WHO YOU ARE THAT MAKES US WHO WE AR
Serial Number:	86530934	MORE GOOD TO LOVE.
Registration Number:	2145676	ROLL UP THE RIM TO WIN
Registration Number:	3638972	RRROLL IT! OWN IT!
Serial Number:	86537006	RRROLL UP REPLAY!
Registration Number:	3701070	RRROLL UP THE RIM TO WIN
Registration Number:	3701071	RRROLL UP THE RIM TO WIN
Serial Number:	86529393	TAKE TWELVE
Registration Number:	2863213	TEAM TIM HORTONS
Serial Number:	86537013	THREE PEAKS
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

Property Type	Number	Word Mark
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
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

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: Elaine Carrera, 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: Elaine Carrera

SIGNATURE: /Michael Barys/

DATE SIGNED: 05/26/2015

Total Attachments: 13

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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
- Association
- Limited Partnership

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: Wilmington Trust, National Association, as Collateral Agent

Street Address: 246 Goose Lane, Suite 105

City: Gulford

State: CT

Country: USA Zip: 06437

- 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:

141

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:

13

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

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (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 WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity 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 Indenture 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 “Issuer”), New Red Finance, Inc., a Delaware corporation (the “Co-Issuer” and together with the Issuer, the “Issuers”), the Guarantors from time to time party thereto and Wilmington Trust, National Association, as the trustee (the “Trustee”) and the Collateral Agent have entered into the Indenture dated as of May 22, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

WHEREAS, in connection with the Indenture, the Grantors and the Collateral Agent have entered into the First Lien Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

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 Secured Obligations of such Grantor now or hereafter existing under or in respect of the Notes 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 Notes 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 Guarantor.

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. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies; Intercreditor Agreements. 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. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements (or any other intercreditor agreement to which the Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of any Intercreditor Agreement (or such other intercreditor agreement) and the terms of this IP Security Agreement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

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.

SECTION 8. Collateral Agent Makes No Representation. The Collateral Agent makes no representation as to the validity or sufficiency of this IP Security Agreement.

[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, Daryl Culp, whose full post office address is: 11840 SW 9th Terrace, Miami FL 33186, 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

[Signature Page to IP Security Agreement – Trademarks]

TRADEMARK
REEL: 005522 FRAME: 0811

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

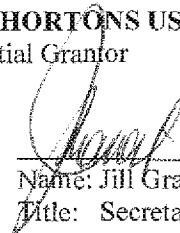
By: _____
Name: Lisa Giles-Klein
Title: Assistant Secretary

DECLARATION OF EXECUTION

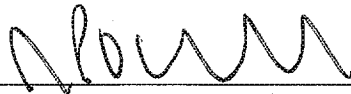
I, Lisa Giles-Klein, whose full post office address is: 13430 SW 6th Ct, Miami, FL hereby declare, that I was personally present and did see the person signing on behalf of Tim Hortons USA Inc., who is personally known to me, duly sign and execute the above Intellectual Property Security Agreement.

TIM HORTONS USA INC.

as Initial Grantor

By: 
Name: Jill Granat
Title: Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

[RBI – Signature Page to U.S. IP Security Agreement (Trademarks)]

TRADEMARK
REEL: 005522 FRAME: 0813

SCHEDULE A

United States Trademark Registrations and Trademark Applications

OWNER/GRANTOR	Trademark	Application No.	Registration No.	Registration Date/Filing Date
BURGER KING CORPORATION	A.M. EXPRESS	73/636311	1451533	08/04/1987
BURGER KING CORPORATION	ALWAYS FIRED NEVER FRIED	77/721556	3815520	07/06/2010
BURGER KING CORPORATION	AMERICA'S FAVORITE BURGER	85/763884	4420052	10/15/2013
BURGER KING CORPORATION	ANGRY WHOPPER	77/758591	3804598	06/15/2010
BURGER KING CORPORATION	BE YOUR WAY	86/261946		
BURGER KING CORPORATION	BK	77/570231	3611857	04/28/2009
BURGER KING CORPORATION	BK	77/975676	3476576	07/29/2008
BURGER KING CORPORATION	BK	76/484750	2790924	12/09/2003
BURGER KING CORPORATION	BK	77/252106	3534987	11/18/2008
BURGER KING CORPORATION	BK	85/094667	3947236	04/19/2011
BURGER KING CORPORATION	BK & Flaming Crescent Design	77/722030	3708652	11/10/2009
BURGER KING CORPORATION	BK BIG FISH	74/663958	1982277	06/25/1996
BURGER KING CORPORATION	BK BREAKFAST SHOTS	77/694833	3673001	08/25/2009
BURGER KING CORPORATION	BK BRUNCH	77/979368	3797561	06/01/2010
BURGER KING CORPORATION	BK BURGER SHOTS	77/499937	3543615	12/09/2008
BURGER KING CORPORATION	BK CROWN	85/384485	4133232	04/24/2012
BURGER KING CORPORATION	BK CROWN	85/400880	4126985	04/10/2012
BURGER KING CORPORATION	BK FUSION	85/173607	4535453	05/27/2014
BURGER KING CORPORATION	BK POSITIVE STEPS	85/109311	4018300	08/30/2011
BURGER KING CORPORATION	BK POSITIVE STEPS	77/687239	3716870	11/24/2009
BURGER KING CORPORATION	BK SHOTS	77694818	3673000	08/25/2009
BURGER KING CORPORATION	BK WRAPPER	77/475728	3543591	12/09/2008

OWNER/GRANTOR	Trademark	Application No.	Registration No.	Registration Date/Filing Date
BURGER KING CORPORATION	BORN TO RULE ALL BURGERS	77/804843	3767138	03/30/2010
BURGER KING CORPORATION	BURGER BUCKS	75172757	2189809	09/15/1998
BURGER KING CORPORATION	BURGER KING	72306090	0869775	05/20/1969
BURGER KING CORPORATION	BURGER KING	77/128236	3355280	12/18/2007
BURGER KING CORPORATION	BURGER KING & Crescent Design	75655962	2428846	02/13/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75656416	2449825	05/08/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75656417	2449826	05/08/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75656619	2448248	05/01/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75662399	2445008	04/17/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75662803	2445009	04/17/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75662809	2449837	05/08/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75664301	2445014	04/17/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	77/570881	3611863	04/28/2009
BURGER KING CORPORATION	BURGER KING & Crescent Design	77853595	3802779	06/15/2010
BURGER KING CORPORATION	BURGER KING & Crescent Design	75662109	2445005	04/17/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design	75662110	2428856	02/13/2001
BURGER KING CORPORATION	BURGER KING & Crescent Design (Color)	76/468010	2755927	08/26/2003
BURGER KING CORPORATION	BURGER KING & Crescent Design YOUR WAY	86/488726		

OWNER/GRANTOR	Trademark	Application No.	Registration No.	Registration Date/Filing Date
BURGER KING CORPORATION	BURGER KING & Hamburger Design	75437867	2262585	07/20/1999
BURGER KING CORPORATION	BURGER KING & Hamburger Design	72328416	0901311	10/20/1970
BURGER KING CORPORATION	BURGER KING & Hamburger Design (Color, Red & Orange)	73076655	1057250	01/25/1977
BURGER KING CORPORATION	BURGER KING (Stylized)	73114231	1076177	10/25/1977
BURGER KING CORPORATION	BURGER KING SCHOLARS and Design	78625638	3085308	04/25/2006
BURGER KING CORPORATION	CHOICE RULES	77513426	3572376	02/10/2009
BURGER KING CORPORATION	CLUB BK	77531331	3572546	02/10/2009
BURGER KING CORPORATION	COMO TE GUSTA	77755456	3842724	08/31/2010
BURGER KING CORPORATION	COOL DOWN WITH THE KING	77721553	3815519	07/06/2010
BURGER KING CORPORATION	CROISSAN'WICH	73761031	1550398	08/01/1989
BURGER KING CORPORATION	Crown Design	75481274	2310680	01/25/2000
BURGER KING CORPORATION	DOUBLE WHOPPER	75301603	2187487	09/08/1998
BURGER KING CORPORATION	DRINK IT YOUR WAY	75274944	2150854	04/14/1998
BURGER KING CORPORATION	DRINK IT YOUR WAY	75274945	2150855	04/14/1998
BURGER KING CORPORATION	EL SABOR ES EL REY	85/982620	4653780	12/09/2014
BURGER KING CORPORATION	FLAME GRILLED & Design	86/339359		
BURGER KING CORPORATION	FRYPOD	77/165005	3355936	12/18/2007
BURGER KING CORPORATION	GET YOUR BREAKFAST'S WORTH	75301604	2183772	08/25/1998
BURGER KING CORPORATION	GET YOUR BURGER'S WORTH	75301605	2183773	08/25/1998
BURGER KING CORPORATION	GO PLAY YOUR WAY AT BK	77867948	3955507	05/03/2011
BURGER KING CORPORATION	GUEST TRAC	77934725	3853010	09/28/2010
BURGER KING CORPORATION	HAVE IT YOUR WAY	72/413798	0961016	06/12/1973

OWNER/GRANTOR	Trademark	Application No.	Registration No.	Registration Date/Filing Date
BURGER KING CORPORATION	HAVE IT YOUR WAY (Stylized)	73070797	1081348	01/03/1978
BURGER KING CORPORATION	DESDE 1954 Heritage Man Logo	86/476394		
BURGER KING CORPORATION	SINCE 1954 Heritage Man Logo	86/339364		
BURGER KING CORPORATION	HOME OF FLAME BROILING	75590041	2283409	10/05/1999
BURGER KING CORPORATION	HOME OF THE WHOPPER	72098429	782990	01/05/1965
BURGER KING CORPORATION	IGNITE YOUR TASTEBUDS	77721555	3791312	05/18/2010
BURGER KING CORPORATION	IT JUST TASTES BETTER	75528190	2374317	08/08/2000
BURGER KING CORPORATION	KING COMBO	73491923	1370409	11/12/1985
BURGER KING CORPORATION	KING DEALS	77765824	3808360	06/22/2010
BURGER KING CORPORATION	KING DEALS	86/482537		
BURGER KING CORPORATION	KING DEALS Logo	86/339370		
BURGER KING CORPORATION	KING KOLOSSALZ	77754300	3759273	03/09/2010
BURGER KING CORPORATION	KING KRINKZ	77667582	3723674	12/08/2009
BURGER KING CORPORATION	KING OF FRIES	75668316	2326394	03/07/2000
BURGER KING CORPORATION	KING WEDGEZ	77717767	3759212	03/09/2010
BURGER KING CORPORATION	KURGER BING	78/927908	3304745	10/02/2007
BURGER KING CORPORATION	Man Discovered Fire for a Reason	77881923	3836230	08/17/2010
BURGER KING CORPORATION	NEVER FRIED ALWAYS FIRED	77937383	3853145	09/28/2010
BURGER KING CORPORATION	PAY IT YOUR WAY	76628994	3048385	01/24/2006
BURGER KING CORPORATION	SATISFRIES	86/074815	4525623	05/06/2014
BURGER KING CORPORATION	Sitting Burger King Character (right hand shake) on Hamburger Design	72/098428	0714249	04/18/1961

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BURGER KING CORPORATION	SIZE IT YOUR WAY	76/136808	2636676	10/15/2002
BURGER KING CORPORATION	Social Crown Logo	86/339356		
BURGER KING CORPORATION	Stout Character Burger King Design (Color)	72/431828	0955425	03/13/1973
BURGER KING CORPORATION	TASTE IS KING	85/982752	4653783	12/09/2014
BURGER KING CORPORATION	TASTE RULES	75566290	2269249	08/10/1999
BURGER KING CORPORATION	TENDERCRISP	76978327	3163290	10/24/2006
BURGER KING CORPORATION	TENDERCRISP	76978797	3427370	05/13/2008
BURGER KING CORPORATION	TENDERCRISP	76600533	3025650	12/13/2005
BURGER KING CORPORATION	TENDERGRILL	76583688	3071543	03/21/2006
BURGER KING CORPORATION	TENDERGRILL	77/265714	3426176	05/13/2008
BURGER KING CORPORATION	THE KING GRILLS HERE	77826470	3767410	03/30/2010
BURGER KING CORPORATION	BURGER KING BURGER KING & King Image	85137937	3992630	07/12/2011
BURGER KING CORPORATION	TREAT YOURSELF COOL	76073647	2467817	07/10/2001
BURGER KING CORPORATION	TRIPLE WHOPPER	78/929696	3242175	05/15/2007
BURGER KING CORPORATION	TU CIUDAD TU MUSICA	77501897	3605366	04/14/2009
BURGER KING CORPORATION	WE WOULDN'T HAVE IT ANY OTHER WAY	73134826	1095538	07/04/1978
BURGER KING CORPORATION	WHALER	72284291	872256	07/01/1969
BURGER KING CORPORATION	WHERE KIDS ARE KING	72432193	989152	07/23/1974
BURGER KING CORPORATION	WHOPPER	85156013	4046784	10/25/2011
BURGER KING CORPORATION	WHOPPER	77792219	3736954	01/12/2010
BURGER KING CORPORATION	WHOPPER	77819630	3736973	01/12/2010
BURGER KING CORPORATION	WHOPPER	72/306089	899775	09/29/1970
BURGER KING CORPORATION	WHOPPER BAR	77450760	3659042	07/21/2009
BURGER KING CORPORATION	WHOPPER JR.	73073269	1062368	03/29/1977
BURGER KING CORPORATION	WHOPPER JR. Logo	86/339385		

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BURGER KING CORPORATION	WHOPPER Logo	86/339378		
BURGER KING CORPORATION	YOUR WHOPPER YOUR WAY	85054673	3900690	01/04/2011
BURGER KING CORPORATION	YUMBO	72272574	861438	12/03/1968
BURGER KING CORPORATION	BURGER KING BKS BURGER KING SCHOLARS HONORING JIM MCLAMORE	85457513	4167203	07/03/2012
BURGER KING CORPORATION	THE FIRE'S READY	76523025	2831756	04/13/2004
TIM HORTONS USA INC.	ALWAYS FRESH TIM HORTONS And Design	75/366102	2457618	06/05/2001
TIM HORTONS USA INC.	BAGEL B.E.L.T.	77/418489	3790700	05/18/2010
TIM HORTONS USA INC.	ICED CAPP	86/472,224		12/05/2014
TIM HORTONS USA INC.	GREAT COFFEE EVERY TIME	75/644195	2314620	02/01/2000
TIM HORTONS USA INC.	IT'S WHO YOU ARE THAT MAKES US WHO WE ARE	77/499041	4135752	05/01/2012
TIM HORTONS USA INC.	MORE GOOD TO LOVE.	86/530,934		02/10/2015
TIM HORTONS USA INC.	ROLL UP THE RIM TO WIN	75/078516	2145676	03/24/1998
TIM HORTONS USA INC.	RRROLL IT! OWN IT!	77/614383	3638972	06/16/2009
TIM HORTONS USA INC.	RRROLL UP REPLAY!	86/537,006		02/17/2015
TIM HORTONS USA INC.	RRROLL UP THE RIM TO WIN And Design	77/639304	3701070	10/27/2009
TIM HORTONS USA INC.	RRROLL UP THE RIM TO WIN	77/639328	3701071	10/27/2009
TIM HORTONS USA INC.	TAKE TWELVE	86/529,393		02/09/2015
TIM HORTONS USA INC.	TEAM TIM HORTONS And Design	76/333363	2863213	07/13/2004
TIM HORTONS USA INC.	THREE PEAKS	86/537,013		02/17/2015
TIM HORTONS USA INC.	TIM CARD	77/096782	3441669	06/03/2008

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TIM HORTONS USA INC.	TIM HORTONS	75/008873	2025251	12/24/1996
TIM HORTONS USA INC.	TIM HORTONS ALWAYS FRESH And Design	75/366315	2433796	03/06/2001
TIM HORTONS USA INC.	TIM HORTONS ALWAYS FRESH CAFE & BAKE SHOP EST. 1964	85/167598	4069662	12/13/2011
TIM HORTONS USA INC.	TIM HORTONS ALWAYS FRESH COFFEE & BAKE SHOP EST. 1964	85/167609	4065879	12/6/2011
TIM HORTONS USA INC.	TIM HORTONS CAFE & BAKE SHOP	85/018795	4415127	10/8/2013
TIM HORTONS USA INC.	TIM HORTONS DESIGN	74/025793	1690691	06/02/1992
TIM HORTONS USA INC.	TIM HORTONS TOGETHER WITH YOU, MAKING GOOD THINGS HAPPEN Design	78/614150	3198138	01/16/2007
TIM HORTONS USA INC.	TIMBITS	75/008874	2026723	12/31/1996
TIM HORTONS USA INC.	TIM'S OWN	75/552338	2527878	01/08/2002
TIM HORTONS USA INC.	TIM'S TAKE TEN	77/614422	3711275	11/17/2009
TIM HORTONS USA INC.	TIMSHOP	77/632116	3911585	1/25/2011
TIM HORTONS USA INC.	WHERE QUALITY MEETS VALUE	85/514375	4455613	12/24/2013
TIM HORTONS USA INC.	WHERE QUALITY MEETS VALUE	85/514363	4297259	3/5/2013