

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Collateral Agent		11/13/2015	BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Arby's IP Holder Trust		
Street Address:	1155 PERIMETER CENTER WEST		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	TRUST: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> the Trustees of the Arby's IP Holder Trust, a Delaware business trust, the trustees comprising the corporate trust administrator, Wilmington Trust Company, DELAWARE, CORPORATION 		
Name:	Arby's Restaurant Group, Inc.		
Street Address:	1155 PERIMETER CENTER WEST		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Serial Number:	77291592	A FRESH LOOK AT ARBY'S	
Serial Number:	73385889	ADVENTURE MEAL	
Serial Number:	73031166	ARBY-Q	
Serial Number:	74556371	ARBY-Q	
Serial Number:	73083231	ARBY'S	
Serial Number:	72268365	ARBY'S	
Serial Number:	73087768	ARBY'S	
Serial Number:	77630101	ARBY'S DINNER PACKS	
Serial Number:	76078377	ARBY'S MARKET FRESH	
Serial Number:	76081229	ARBY'S MARKET FRESH	

CH \$1290.00 77291592

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	72255588	ARBY'S SAUCE
Serial Number:	75567854	BRONCO BERRY SAUCE
Serial Number:	74675546	CINNACHIPS
Serial Number:	75598891	DREAM BIG. WORK HARD. GET IT DONE. PL
Serial Number:	74675545	HOME OF THE ORIGINAL T.J. CINNAMONS SINC
Serial Number:	72255587	HORSEY SAUCE
Serial Number:	75369379	JALAPENO BITES
Serial Number:	78584417	LOADED POTATO BITES
Serial Number:	78784725	MARKET FRESH
Serial Number:	76078378	MARKET FRESH
Serial Number:	75296189	
Serial Number:	77669838	ONE BITE GUARANTEE
Serial Number:	78220030	ARBY'S
Serial Number:	77658582	PROMISE CHECK
Serial Number:	77587549	ROASTBURGER
Serial Number:	75246804	SIDEKICKERS
Serial Number:	76078373	SPICY THREE PEPPER
Serial Number:	77657678	STEAKHOUSE TOASTED SUB
Serial Number:	73549669	T.J. CINNAMONS
Serial Number:	73549613	T.J. CINNAMONS
Serial Number:	75603691	T.J. CINNAMONS
Serial Number:	78146255	T.J. CINNAMONS CINNAMON TWIST
Serial Number:	78081222	T.J. CINNAMONS GOURMET COFFEES
Serial Number:	75687429	T.J. CINNAMONS MOCHA CHILL
Serial Number:	77587539	THE BURGER DONE BETTER
Serial Number:	73563628	THE ORIGINAL GOURMET CINNAMON ROLL
Serial Number:	75631212	THE PERFECT COMBINATION
Serial Number:	77876851	\$5 BUCK ROUNDUP
Serial Number:	77874737	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS
Serial Number:	77874725	ARBY'S ROAST BEEF SANDWICH IS DELICIOUS
Serial Number:	85035478	OUTSIDE-IN CINNAMON BITES
Serial Number:	85226826	ARBY'S IT'S GOOD MOOD FOOD
Serial Number:	85226812	ARBY'S IT'S GOOD MOOD FOOD
Serial Number:	85696817	SLICING UP FRESHNESS
Serial Number:	85696821	SLICING UP THE TRUTH ABOUT FRESHNESS
Serial Number:	85723541	SNACK 'N SAVE
Serial Number:	85724482	ARBY'S
Serial Number:	85724485	ARBY'S

Property Type	Number	Word Mark
Serial Number:	85747868	ARBY'S KIDS MEAL
Serial Number:	85868264	MIGHTY MINIS
Serial Number:	86095265	ARBY'S

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: ebensoul@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17514-014
NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	11/13/2015

Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release") dated as of November 13, 2015, from Credit Suisse AG, as Collateral Agent (the "Collateral Agent") for the Lenders, to Arby's IP Holder Trust and Arby's Restaurant Group, Inc. (each a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 15, 2013, made by the Borrower (as defined therein) and the Guarantors (as defined therein) in favor of Credit Suisse AG, as the Collateral Agent (as amended and/or supplemented from time to time, the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of November 15, 2013 among the Collateral Agent and the Grantors (the "Security Agreement"), Grantors affirmed their intent to grant a Security Interest to the Collateral Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 19, 2013 at Reel 5157, Frame 0773; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in, to and under the following:
 - (a) each Trademark owned by such Grantor, including without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by each Trademark;
 - (b) each Trademark License to which such Grantor is a party, including without limitation, each Trademark License identified in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

- (c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of Intellectual Property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of such Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Capitalized terms not defined herein shall have the meanings provided by reference in the Collateral Agreement and the Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby terminates, cancels, releases, relinquishes and discharges its Security Interest in and lien upon the Trademark Collateral, and any right, title or interest of the Collateral Agent in, to and under such Trademark Collateral shall hereby terminate, cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, and to provide to each Grantor and its successors, assigns or other legal representatives all such cooperation and assistance, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

4. Recordation. The Collateral Agent hereby authorizes each Grantor or such Grantor's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Collateral Agent's security interest in the Trademark Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.

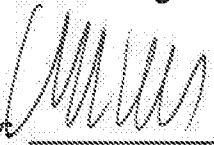

5. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a signed counterpart of this Release.

6. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By  
Name: Robert Hetu Warren Van Heyst
Title: Authorized Signatory Authorized Signatory

ARBY'S IP HOLDER TRUST

U.S. TRADEMARK REGISTRATIONS

Mark	Owner	App. #	File Date	Reg. #	Reg. Date	Classes
A FRESH LOOK AT ARBY'S	Arby's IP Holder Trust	77/291,592	09/28/2007	3,568,371	01/27/2009	43
ADVENTURE MEAL	Arby's IP Holder Trust	73/385,889	09/16/1982	1,279,135	05/22/1984	30
ARBY-Q	Arby's IP Holder Trust	73/031,166	09/05/1974	1,018,115	08/12/1975	29
ARBY-Q	Arby's IP Holder Trust	74/556,371	08/02/1994	1,920,035	09/19/1995	30
ARBY'S	Arby's IP Holder Trust	73/083,231	04/08/1976	1,065,886	05/17/1977	29, 30, 32
ARBY'S	Arby's IP Holder Trust	72/268,365	04/05/1967	890,631	05/05/1970	42
ARBY'S & New Hat Design	Arby's IP Holder Trust	73/087,768	05/20/1976	1,081,230	01/03/1978	29, 30, 32, 42
ARBY'S DINNER PACKS	Arby's IP Holder Trust	77/630,101	12/10/2008	3,857,536	10/05/2010	029, 043
ARBY'S MARKET FRESH	Arby's IP Holder Trust	76/078,377	06/27/2000	2,815,992	02/24/2004	42
ARBY'S MARKET FRESH & Design	Arby's IP Holder Trust	76/081,229	06/30/2000	2,720,357	06/03/2003	42
ARBY'S SAUCE	Arby's IP Holder Trust	72/255,588	10/03/1966	842,177	01/09/1968	30
BRONCO BERRY SAUCE	Arby's IP Holder Trust	75/567,854	10/08/1998	2,299,866	12/14/1999	30
CINNACHIPS	Arby's IP Holder Trust	74/675,546	05/10/1995	1,978,200	06/04/1996	30
DREAM BIG. WORK HARD. GET IT DONE. PLAY FAIR. HAVE FUN. MAKE A DIFFERENCE.	Arby's IP Holder Trust	75/598,891	12/03/1998	2,311,506	01/25/2000	36
HOME OF THE ORIGINAL T.J. CINNAMONS SINCE 1984 GOURMET CINNAMON ROLL & Design	Arby's IP Holder Trust	74/675,545	05/10/1995	1,983,873	07/02/1996	30, 42
HORSEY SAUCE	Arby's IP Holder Trust	72/255,587	10/03/1966	851,991	07/02/1968	30
JALAPENO BITES	Arby's IP Holder Trust	75/369,379	10/07/1997	2,254,562	06/15/1999	30

Mark	Owner	App. #	File Date	Reg. #	Reg. Date	Classes
LOADED POTATO BITES	Arby's IP Holder Trust	78/584,417	03/10/2005	3,223,907	04/03/2007	29
MARKET FRESH	Arby's IP Holder Trust	78/784,725	01/04/2006	3,343,900	11/27/2007	29, 30
MARKET FRESH	Arby's IP Holder Trust	76/078,378	06/27/2000	2,619,643	09/17/2002	43
NEW HAT Design	Arby's IP Holder Trust	75/296,189	05/22/1997	2,482,642	08/28/2001	42
ONE BITE GUARANTEE	Arby's IP Holder Trust	77/669,838	02/13/2009	3,682,625	09/15/2009	43
Oven Mitt Design	Arby's IP Holder Trust	78/220,030	02/28/2003	2,805,015	01/13/2004	43
PROMISE CHECK	Arby's IP Holder Trust	77/658,582	01/28/2009	3,833,428	08/17/2010	035
ROASTBURGER	Arby's IP Holder Trust	77/587,549	10/07/2008	3,671,237	08/18/2009	30
SIDEKICKERS	Arby's IP Holder Trust	75/246,804	02/24/1997	2,189,934	09/15/1998	42
SPICY THREE PEPPER	Arby's IP Holder Trust	76/078,373	06/27/2000	2,443,595	04/10/2001	30
STEAKHOUSE TOASTED SUB	Arby's IP Holder Trust	77/657,678	01/27/2009	3,866,324	10/26/2010	30
T.J. CINNAMONS	Arby's IP Holder Trust	73/549,669	07/23/1985	1,392,724	05/06/1986	42
T.J. CINNAMONS	Arby's IP Holder Trust	73/549,613	07/23/1985	1,397,029	06/10/1986	30
T.J. CINNAMONS	Arby's IP Holder Trust	75/603,691	12/11/1998	2,311,553	01/25/2000	30
T.J. CINNAMONS CINNAMON TWIST	Arby's IP Holder Trust	78/146,255	07/22/2002	2,861,331	07/06/2004	30, 43
T.J. CINNAMONS GOURMET COFFEES & Design	Arby's IP Holder Trust	78/081,222	08/27/2001	2,678,089	01/21/2003	30
T.J. CINNAMONS MOCHA CHILL	Arby's IP Holder Trust	75/687,429	04/20/1999	2,480,547	08/21/2001	30
THE BURGER DONE BETTER	Arby's IP Holder Trust	77/587,539	10/07/2008	3,737,896	01/12/2010	30
THE ORIGINAL GOURMET CINNAMON ROLL	Arby's IP Holder Trust	73/563,628	10/17/1985	1,427,659	02/03/1987	30
THE PERFECT COMBINATION	Arby's IP Holder Trust	75/631,212	02/01/1999	2,323,947	02/29/2000	42
\$5 BUCK ROUNDUP	Arby's IP Holder Trust	77/876,851	11/19/2009	3,817,395	07/13/2010	43
ARBY'S ROAST BEEF SANDWICH IS DELICIOUS	Arby's IP Holder Trust	77/874,737	11/17/2009	3,817,302	07/13/2010	043

Mark	Owner	App. #	File Date	Reg. #	Reg. Date	Classes
ARBY'S ROAST BEEF SANDWICH IS DELICIOUS & Design	Arby's IP Holder Trust	77/874,725	11/17/2009	3,817,301	07/13/2010	043
OUTSIDE-IN CINNAMON BITES	Arby's IP Holder Trust	85/035,478	05/11/2010	4,035,858	10/04/2011	30
ARBY'S IT'S GOOD MOOD FOOD	Arby's IP Holder Trust	85/226,826	01/26/2011	4,136,542	05/01/2012	043
ARBY'S. IT'S GOOD MOOD FOOD.	Arby's IP Holder Trust	85/226,812	01/26/2011	4,057,621	11/15/2011	043
SLICING UP FRESHNESS	Arby's IP Holder Trust	85/696,817	08/07/2012	4,373,632	07/23/2013	43
SLICING UP THE TRUTH ABOUT FRESHNESS	Arby's IP Holder Trust	85/696,821	08/07/2012	4,373,633	07/23/2013	43
SNACK 'N SAVE	Arby's IP Holder Trust	85/723,541	09/07/2012	4,373,701	07/23/2013	43
ARBY'S with Slicer Element	Arby's IP Holder Trust	85/724,482	09/10/2012	4,366,059	07/09/2013	43
ARBY'S with Slicer Element & Hat Design	Arby's IP Holder Trust	85/724,485	09/10/2012	4,366,060	07/09/2013	43
ARBY'S (with Slicer Element) KIDS MEAL & Hat Design	Arby's IP Holder Trust	85/747,868	10/08/2012	4,321,231	04/16/2013	43
MIGHTY MINIS	Arby's IP Holder Trust	85/868,264	03/06/2013	4,465,059	01/14/2014	30
ARBY'S & Hat Design	Arby's IP Holder Trust	86/095,265	10/18/2013	4,679,713	01/27/2015	29, 30, 32, 43

U.S. TRADEMARK APPLICATIONS

None.

EXCLUSIVE TRADEMARK LICENSES

1. Agreement, dated October 10, 1974, by and between AFA Service Corporation and Arby's Inc. (Arby's Inc. was merged with and into Arby's Restaurant Group, Inc., effective December 31, 2006).
2. License and Security Agreement dated November 21, 2000, by and between Arby's IP Holder Trust and Arby's Restaurant Group, Inc. (successor-in-interest to Arby's Franchise Trust).
3. License Agreement effective January 1, 2001, by and between Arby's, LLC and Arby's Restaurant Group, Inc.
4. License Agreement dated May 14, 2004, by and between Arby's, LLC and Arby's Restaurant Group, Inc.
5. License Agreement dated May 14, 2004, by and between Arby's IP Holder Trust and Arby's Restaurant Group, Inc.
6. License Agreement, dated as of October 16, 2006, by and between Arby's Restaurant Group, Inc. and ARG Services, Inc.
7. Trademark Use Agreement dated February 2013, by and among King's Hawaiian Holding Company, Inc., Arby's Restaurant Group, Inc. and AFA Service Corporation (an amendment and restatement is pending).