

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arby's SPV Guarantor, LLC		06/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Arby's Funding, LLC		
Street Address:	1155 Perimeter Center West		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4965305	FAST CRAFTED	
Registration Number:	4979572	INSPIRING SMILES THROUGH DELICIOUS EXPER	
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:	ebensoul@paulweiss.com,jbraibanti@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	Paul, Weiss, Rifkind, Wharton & Garrison		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	017514-00020		
NAME OF SUBMITTER:	Elana D. Bensoul		
SIGNATURE:	/edb/		
DATE SIGNED:	08/04/2016		
Total Attachments: 4			
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SUPPLEMENTAL NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (UNITED STATES)

This Supplemental Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of June 30, 2016, by and between ARBY’S SPV GUARANTOR, LLC, a Delaware limited liability company located at 1155 Perimeter Center West, Atlanta, GA 30338 (“Grantor”), and ARBY’S FUNDING, LLC, a Delaware limited liability company located at 1155 Perimeter Center West, Atlanta, GA 30338 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Second Tier Contribution Agreement between the Parties dated November 13, 2015 (the “Agreement”), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the “Trademark Collateral”); provided that each Trademark became Contributed IP only upon the filing of an applicable statement of use with the United States Patent and Trademark Office; and

WHEREAS, pursuant to Sections 2.1(b) and 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the

contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

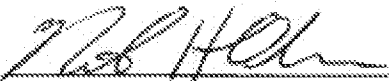
This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

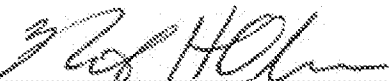
GRANTOR

ARBY'S SPV GUARANTOR, LLC

By: 
Name: Nils H. Okeson
Title: General Counsel and Secretary

SECURED PARTY

ARBY'S FUNDING, LLC

By: 
Name: Nils H. Okeson
Title: General Counsel and Secretary

**Schedule 1
Trademarks**

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Status
FAST CRAFTED	United States	86/361,065 Aug. 8, 2014	4,965,305 May 24, 2016	Registered
INSPIRING SMILES THROUGH DELICIOUS EXPERIENCES	United States	86/622,195 May 7, 2015	4,979,572 June 14, 2016	Registered