

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	4		
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 TRADEMARK ASSIGNMENT (UNITED STATES)

This SUPPLEMENTAL TRADEMARK ASSIGNMENT (the “Trademark Assignment”) 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 (“Assignor”), and ARBY’S FUNDING, LLC, a Delaware limited liability company located at 1155 Perimeter Center West, Atlanta, GA 30338 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Second Tier Contribution Agreement between the Parties dated November 13, 2015 (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”) and the goodwill connected with the use of or symbolized by the Trademarks; 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 the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever.

Notwithstanding anything to the contrary contained herein, the Trademarks 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 United States Patent and Trademark Office 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.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment 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 Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT 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 Trademark Assignment 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 TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

ARBY'S SPV GUARANTOR, LLC

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

ASSIGNEE

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