

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728155

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bondi Purchaser, LLC		02/26/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QSR International, LLC		
<b>Street Address:</b>	35 Corporate Drive		
<b>City:</b>	Burlington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	10803		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5679160		
<b>Registration Number:</b>	5679159	NVIVO	
<b>Registration Number:</b>	4288366	NVIVO	
<b>Registration Number:</b>	4208555	NVIVO	
<b>Registration Number:</b>	5950640	INTERPRIS	
<b>Registration Number:</b>	5552329	INTERPRIS	
<b>Registration Number:</b>	5466043	INTERPRIS	
<b>Registration Number:</b>	5460486	INTERPRIS	
<b>Registration Number:</b>	3018468	XSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202-654-6241		
<b>Email:</b>	PCTrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Lindsay B. Allen		
<b>Address Line 1:</b>	Perkins Coie LLP		
<b>Address Line 2:</b>	PO Box 2608		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98111		

OP \$240.00 5679160

<b>NAME OF SUBMITTER:</b>	Lindsay B. Allen
<b>SIGNATURE:</b>	/Lindsay B. Allen/
<b>DATE SIGNED:</b>	05/16/2022
<b>Total Attachments: 7</b> source=Bondi Purchaser LLC - Name Change Amendment (DE) - FILED#page1.tif source=Bondi Purchaser LLC - Name Change Amendment (DE) - FILED#page2.tif source=Trademark Assignment - QSR International to Bondi Purchaser.docx#page1.tif source=Trademark Assignment - QSR International to Bondi Purchaser.docx#page2.tif source=Trademark Assignment - QSR International to Bondi Purchaser.docx#page3.tif source=Trademark Assignment - QSR International to Bondi Purchaser.docx#page4.tif source=Trademark Assignment - QSR International to Bondi Purchaser.docx#page5.tif	

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BONDI PURCHASER, LLC", CHANGING ITS NAME FROM "BONDI PURCHASER, LLC" TO "QSR INTERNATIONAL, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2020, AT 4:14 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

6878307 8100  
SR# 20201579756

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202471341  
Date: 02-27-20

**TRADEMARK**  
**REEL: 007722 FRAME: 0375**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:14 PM 02/26/2020  
FILED 04:14 PM 02/26/2020  
SR 20201579756 - File Number 6878307

**CERTIFICATE OF AMENDMENT TO  
CERTIFICATE OF FORMATION**

**BONDI PURCHASER, LLC**


1. The name of the Limited Liability Company is: Bondi Purchaser, LLC.
2. The Certificate of Formation of the Limited Liability Company is hereby amended as follows:

The name of the Limited Liability Company is hereby changed to: QSR International, LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of February 20, 2020.

BONDI PURCHASER, LLC

By: Bondi Holdco, LLC, its Manager

By:   
Name: Jason Winsten  
Title: President

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of July 2, 2018, by and between QSR International Pty Ltd, AN 006 357 213, an Australian proprietary limited company (hereinafter "Assignor"), and Bondi Purchaser, LLC, a Delaware limited liability company (hereinafter "Assignee").

WHEREAS, Assignor is the owner of record of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, throughout the world, in and to said trademarks (hereinafter collectively referred to as the "Trademarks") and any and all applications and registrations for the Trademarks, also set forth in Schedule A (hereinafter collectively referenced to as the "Applications/Registrations");

WHEREAS, Assignor wishes to assign, grant and deliver exclusively unto Assignee all of its rights, title and interest of every kind and nature whatsoever in and to the Trademarks and Applications/Registrations, together with the goodwill relating thereto, and all rights of action and claims for past infringement thereof;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks and Applications/Registrations; and

WHEREAS, to the extent that any of the Trademarks are currently the subject of pending applications based on Assignor's bona fide intent to use the Trademarks in commerce, it is Assignor's intention herein that Assignee is and/or will become the successor to that portion of the Assignor's ongoing and existing business to which such pending applications pertain;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and Applications/Registrations, together with (i) the goodwill symbolized by said Trademarks and Applications/Registrations, (ii) all income, royalties, damages and payments in respect of the Trademarks and Applications/Registrations, and (iii) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks and Applications/Registrations.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

QSR International Pty Ltd

By: DocuSigned by:  
*Gareth Morrison*  
CX9E6A876A1E401...

Name: Gareth Morrison

Title: Director



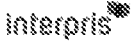
Bondi Purchaser, LLC

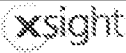




By: DocuSigned by:  
*Gareth Morrison*  
CX9E6A876A1E401...

Name: Gareth Morrison

Title: Chief Executive Officer

**Schedule A**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
	United States	Registered	88005188	18-JUN-2018	5679160	19-FEB-2019
NVIVO <sup>®</sup>	United States	Registered	88005184	18-JUN-2018	5679159	19-FEB-2019
	United States	Registered	85633615	23-MAY-2012	4288366	12-FEB-2013
NVIVO	United States	Registered	85242060	14-FEB-2011	4208555	18-SEP-2012
INTERPRIS	United States	Registered	87623030	26-SEP-2017	5950640	31-DEC-2019
	United States	Registered	87623065	26-SEP-2017	5552329	28-AUG-2018
	United States	Registered	87421177	21-APR-2017	5466043	08-MAY-2018
INTERPRIS	United States	Registered	87416170	18-APR-2017	5460486	01-MAY-2018
XSIGHT	United States	Registered	78255153	28-MAY-2003	3018468	22-NOV-2005
INTERPRIS	U.K.	Registered	3260023	28-SEP-2017	3260023	22-DEC-2017

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
	U.K.	Registered	2347194	29-OCT-2003	2347194	23-SEP-2005
FoQual	U.K.	Registered	2314278	16-OCT-2002	2314278	02-MAY-2003
NCAPTURE	Australia	Registered	1499192	28-JUN-2012	1499192	28-JUN-2012
	Australia	Registered	927453	18-SEP-2002	927453	18-SEP-2002
	Australia	Registered	927455	18-SEP-2002	927455	18-SEP-2002
	Australia	Registered	927454	18-SEP-2002	927454	18-SEP-2002
NVIVO	Australia	Registered	750488	09-DEC-1997	750488	09-DEC-1997
NUD*IST VIVO	Australia	Registered	750489	09-DEC-1997	750489	09-DEC-1997
	Australia	Registered	533730	07-MAY-1990	533730	07-MAY-1990
INTERPRIS	Australia	Registered	1875968	27-SEP-2017	1875968	27-SEP-2017
interpris <sup>®</sup>	Australia	Registered	1875966	27-SEP-2017	1875966	27-SEP-2017



Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
x <sup>sight</sup>	Australia	Registered	974385	16-OCT-2003	974385	16-OCT-2003