

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732347

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Plant Software Pty Ltd		05/31/2022	Limited Liability Company: AUSTRALIA
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5140506	SONIA	
<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>	202-661-5828		
<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		
<b>NAME OF SUBMITTER:</b>	Lindsay B. Allen		
<b>SIGNATURE:</b>	/Lindsay B. Allen/		
<b>DATE SIGNED:</b>	06/03/2022		
<b>Total Attachments: 3</b>			
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OP \$40.00 5140506

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of May 31, 2022, by and between Planet Software Pty Ltd, an Australian limited liability company (hereinafter "Assignor"), and QSR International, 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.

Planet Software Pty Ltd

By: DocuSigned by:  
*Jason Winsten*  
F80FE43E6DD44FA...

Name: Jason Winsten

Title: Director

QSR International, LLC

By: DocuSigned by:  
*Jason Winsten*  
F80FE43E6DD44FA...

Name: Jason Winsten

Title: President

**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>
SONIA	United States	Registered	87066847	10-JUN-2016	5140506	14-FEB-2017
SONIA	Australia	Registered	958467	18-JUN-2003	958467	18-JUN-2003