

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Is Our Recipe, LLC		06/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97321933	WENDY'S	
Serial Number:	97348954	BACONATOR	
Serial Number:	97348959	FROSTY	
Serial Number:	97348961	WENDY'S	
Serial Number:	97348964		
Serial Number:	97348968	WENDY'S	
Serial Number:	97348970	WENDYVERSE	
Serial Number:	97409888	CHOOSE WISELY CHOOSE WENDY'S	
Serial Number:	97426422	WHERE'S THE BACON	
Serial Number:	97975032	WENDY'S FROSTY	
CORRESPONDENCE DATA			
Fax Number:	6147643243		
<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:	TMAdmin@wendys.com		
Correspondent Name:	Ryan M. Bednarczuk		
Address Line 1:	One Dave Thomas Boulevard		
Address Line 4:	Dublin, OHIO 43017		

OP \$265.00 97321933

NAME OF SUBMITTER:	Ryan M. Bednarczuk
SIGNATURE:	/Ryan M. Bednarczuk/
DATE SIGNED:	06/16/2022
Total Attachments: 4 source=QIOR WBS Supplemental Grant of Security Interest in Trademarks - US Applications March to May 2022#page1.tif source=QIOR WBS Supplemental Grant of Security Interest in Trademarks - US Applications March to May 2022#page2.tif source=QIOR WBS Supplemental Grant of Security Interest in Trademarks - US Applications March to May 2022#page3.tif source=QIOR WBS Supplemental Grant of Security Interest in Trademarks - US Applications March to May 2022#page4.tif	

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of June 16, 2022, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company located at One Dave Thomas Boulevard, Dublin, Ohio 43017 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, 14th Floor, New York, NY 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in 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 Guarantee and Collateral Agreement, dated as of June 1, 2015, by and among Wendy’s SPV Guarantor, LLC, a Delaware limited liability company, Quality Is Our Recipe, LLC, a Delaware limited liability company, Wendy’s Properties, LLC, a Delaware limited liability company, each as a Guarantor, and the Trustee (the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, 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 payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 5.2 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office and any successor U.S. Federal office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 grant and/or enforcement of such security interest, 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), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Amended and Restated Base Indenture, dated as of April 1, 2022, by and among Wendy's Funding, LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the "Indenture").

1. The parties intend that the Trademark Collateral subject to this Notice is to be considered as After-Acquired Securitization IP under the Indenture and the Guarantee and Collateral Agreement and that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's 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 create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.


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

4. 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 one and the same agreement.


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IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

QUALITY IS OUR RECIPE, LLC,
as Grantor

By: 
Name: Ryan M. Bednarczuk
Title: Assistant Secretary

Schedule 1
Trademarks

Mark	Application/ Serial No.	Application Filing Date	Country	Status
Wendy's	97321933	March 21, 2022	US	Pending
Baconator	97348954	April 6, 2022	US	Pending
Frosty	97348959	April 6, 2022	US	Pending
Wendy's	97348961	April 6, 2022	US	Pending
	97348964	April 6, 2022	US	Pending
Wendy's	97348968	April 6, 2022	US	Pending
Wendyverse	97348970	April 6, 2022	US	Pending
Choose Wisely Choose Wendy's	97409888	May 13, 2022	US	Pending
Where's the Bacon	97426422	May 24, 2022	US	Pending
Wendy's Frosty	97975032	October 8, 2021 <i>(Request to Divide from 97065119 completed April 26, 2022)</i>	US	Pending