

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 2 TO THE SECOND LIEN SECURITY AGREEMENT (Oct. 2020)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burger King Company LLC		09/23/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4420052	AMERICA'S FAVORITE BURGER
Registration Number:	3804598	ANGRY WHOPPER
Registration Number:	3476576	BK
Registration Number:	3534987	BK
Registration Number:	5347136	BK
Registration Number:	2790924	BK
Registration Number:	0869775	BURGER KING
Registration Number:	3355280	BURGER KING
Registration Number:	2449837	BURGER KING
Registration Number:	2448248	BURGER KING
Registration Number:	3611863	BURGER KING
Registration Number:	2449826	BURGER KING
Registration Number:	2449825	BURGER KING
Registration Number:	2428846	BURGER KING
Registration Number:	2755927	BURGER KING
Registration Number:	2262585	BURGER KING
Registration Number:	0901311	BURGER KING
Registration Number:	1057250	BURGER KING
Registration Number:	6397840	BURGER KING

TRADEMARK

REEL: 007865 FRAME: 0630

900722900

CH \$1165.00 4420052

Property Type	Number	Word Mark
Registration Number:	6397841	BURGER KING
Registration Number:	6702821	BURGER KING YOUR WAY
Registration Number:	1550398	CROISSAN'WICH
Registration Number:	5581393	CROWN STANDARD
Registration Number:	2150854	DRINK IT YOUR WAY
Registration Number:	2150855	DRINK IT YOUR WAY
Registration Number:	5794922	ESTÁNDAR DEL REY
Registration Number:	3355936	FRYPOD
Registration Number:	0961016	HAVE IT YOUR WAY
Registration Number:	1081348	HAVE IT YOUR WAY
Registration Number:	5566047	SINCE 1954
Registration Number:	0782990	HOME OF THE WHOPPER
Registration Number:	3808360	KING DEAL
Registration Number:	5392316	KING JR
Registration Number:	5115493	PEACE DAY BURGER
Registration Number:	5001176	RODEO
Registration Number:	2636676	SIZE IT YOUR WAY
Registration Number:	0955425	
Registration Number:	3427370	TENDERCRISP
Registration Number:	3025650	TENDERCRISP
Registration Number:	3071543	TENDERGRILL
Registration Number:	0989152	WHERE KIDS ARE KING
Registration Number:	0899775	WHOPPER
Registration Number:	3736973	WHOPPER
Registration Number:	3736954	WHOPPER
Registration Number:	3659042	WHOPPER BAR
Registration Number:	5141775	WHOPPERRITO

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 073792-30010

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/29/2022
Total Attachments: 13	
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SECOND LIEN SECURITY AGREEMENT SUPPLEMENT FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 2 (this “Supplement”), dated as of September 23, 2022, to the Second Lien Security Agreement dated as of December 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors as defined therein and WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”).

A. Reference is made to that certain Indenture dated as of October 5, 2020, as supplemented by the Supplemental Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the “Issuer”), New Red Finance, Inc., a Delaware corporation (the “Co-Issuer” and together with the Issuer, the “Issuers”), the Guarantors from time to time party thereto and Wilmington Trust, National Association, as the trustee (in such capacity, and together with its successors and permitted assigns, the “Trustee”) and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

C. In connection with the Indenture, the Issuer and the Grantors have entered into the Security Agreement. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Security Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office and the Canadian Intellectual Property Office (excluding any Excluded Property) and (iii) registered Copyrights in the United States Copyright Office and the Canadian Intellectual Property Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral, including:

(a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office and the Canadian Intellectual Property Office set forth in Schedule I hereto;

(b) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office and the Canadian Intellectual Property Office set forth in Schedule I hereto (excluding any Excluded Property); and

(c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office and the Canadian Intellectual Property Office set forth in Schedule I hereto.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Supplement are expressly subject and subordinate to the liens and security interests granted to the Credit Facility Agent pursuant to the First Lien Security Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements (or any other intercreditor agreement to which the Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of any Intercreditor Agreement (or such other intercreditor agreement) and the terms of this Supplement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

SECTION 7. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and the Canadian Intellectual Property Office and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 13. The Collateral Agent makes no representation as to the validity or sufficiency of this Supplement.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

Burger King Company LLC

By: 
Name: Michele Keusch
Title: Assistant Secretary

Jurisdiction of Formation: Florida
Address of Chief Executive Office:
5707 Blue Lagoon Drive
Miami, Florida 33126

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: Sarah Vilhauer

Name: Sarah Vilhauer

Title: Assistant Vice President

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECOND LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Burger King Company LLC	WALL SURFACE	D655827
Burger King Company LLC	BOX	D695608 S
Burger King Company LLC	CLAM SHELL WITH DIVIDER PACKAGE	D679198 S
Burger King Company LLC	BROILER COMPONENT	D796258 S
Burger King Company LLC	COOKING APPLIANCE	D886509 S
Burger King Company LLC	FOOD HOLDING CABINET ASSEMBLY	7089850
Burger King Company LLC	AUTOMATIC BROILER FOR VARIABLE BATCH COOKING	8,033,213 B2
Burger King Company LLC	AUTOMATIC BROILER FOR VARIABLE BATCH COOKING	7,921,767 B2
Burger King Company LLC	ELECTRIC BROILER	8,952,298 B2
Burger King Company LLC	APPARATUS AND METHOD FOR BLOCKING FLAME AND SPREADING HEATED GAS FROM A BROILER FLUE	9,638,427 B2
Burger King Company LLC	STEAM GENERATING ASSEMBLY	7222563
Burger King Company LLC	PROVIDING DISTRIBUTED WIDE AREA COVERAGE INFRASTRUCTURE USING BLUETOOTH SIGNAL COMBINER	8,867,504 B2

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Burger King Company LLC	AUTOMATIC BROILER WITH AIR FLOW RESTRICTION PLATE	10201245B2

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Burger King Company LLC	AMERICA'S FAVORITE BURGER	4420052
Burger King Company LLC	ANGRY WHOPPER	3804598
Burger King Company LLC	BK	3476576
Burger King Company LLC	BK	3534987
Burger King Company LLC	BK	5347136
Burger King Company LLC	BK	2790924
Burger King Company LLC	BURGER KING	869775
Burger King Company LLC	BURGER KING	3355280
Burger King Company LLC	BURGER KING & Crescent Design	2449837
Burger King Company LLC	BURGER KING & Crescent Design	2448248
Burger King Company LLC	BURGER KING & Crescent Design	3611863
Burger King Company LLC	BURGER KING & Crescent Design	2449826
Burger King Company LLC	BURGER KING & Crescent Design	2449825
Burger King Company LLC	BURGER KING & Crescent Design	2428846
Burger King Company LLC	BURGER KING & Crescent Design	2755927
Burger King Company LLC	BURGER KING & Hamburger Design	2262585
Burger King Company LLC	BURGER KING & Hamburger Design	901311
Burger King Company LLC	BURGER KING & Hamburger Design (Color, Red & Orange)	1057250
Burger King Company LLC	BURGER KING & Hamburger Refresh Design	6397840

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Burger King Company LLC	BURGER KING & Hamburger Refresh Design (color)	6397841
Burger King Company LLC	BURGER KING YOUR WAY & Hamburger Refresh	6702821
Burger King Company LLC	CROISSAN'WICH	1550398
Burger King Company LLC	CROWN STANDARD	5581393
Burger King Company LLC	DRINK IT YOUR WAY	2150854
Burger King Company LLC	DRINK IT YOUR WAY	2150855
Burger King Company LLC	ESTÁNDAR DEL REY	5794922
Burger King Company LLC	FRYPOD	3355936
Burger King Company LLC	HAVE IT YOUR WAY	961016
Burger King Company LLC	HAVE IT YOUR WAY (Stylized)	1081348
Burger King Company LLC	Heritage Man Logo	5566047
Burger King Company LLC	HOME OF THE WHOPPER	782990
Burger King Company LLC	KING DEAL	3808360
Burger King Company LLC	KING JR	5392316
Burger King Company LLC	PEACE DAY BURGER	5115493
Burger King Company LLC	RODEO	5001176
Burger King Company LLC	SIZE IT YOUR WAY	2636676
Burger King Company LLC	Stout Character Burger King Design (Color)	955425
Burger King Company LLC	TENDERCRISP	3427370
Burger King Company LLC	TENDERCRISP	3025650
Burger King Company LLC	TENDERGRILL	3071543
Burger King Company LLC	WHERE KIDS ARE KING	989152
Burger King Company LLC	WHOPPER	899775
Burger King Company LLC	WHOPPER	3736973
Burger King Company LLC	WHOPPER	3736954
Burger King Company LLC	WHOPPER BAR	3659042
Burger King Company LLC	WHOPPERRITO	5141775

United States Copyright Registrations

Registered owner/ Grantor	Title of Work	Registration No.
Burger King Company LLC	Blingo.	TX0006112073
Burger King Company LLC	Bob your head.	SR0000375993
Burger King Company LLC	Bonny.	VA0001298472
Burger King Company LLC	Burger King.	VA0001348438
Burger King Company LLC	Burger King sculpture of king's head.	VA0001342635
Burger King Company LLC	Burger King's human cartoon king costume.	VA0001342634
Burger King Company LLC	Chomp.	VA0001298473
Burger King Company LLC	Cross the road.	SR0000375990
Burger King Company LLC	Eeeps.	VA0001298475
Burger King Company LLC	"Have it your way" song : Burger King (Whopperettes)	PA0001320534
Burger King Company LLC	Mixmax.	VA0001298474
Burger King Company LLC	Nice box.	SR0000375992
Burger King Company LLC	One-armed bandit.	SR0000375986
Burger King Company LLC	Subservient chicken, Burger King's human chicken costume.	TX0006231706
Burger King Company LLC	Thisorthat.	VA0001298471
Burger King Company LLC	Whopper hamburger image.	VA0001364900
Burger King Company LLC	Whopperettes : Burger King's human burger costume.	TX0006604223
Burger King Company LLC	Whopperettes : Burger Kings' human mustard costume.	TX0006348140
Burger King Company LLC	Whopperettes : Burger Kings' human mustard costume.	TX0006348141
Burger King Company LLC	Whopperettes : Burger King's human onion costume.	TX0006604222
Burger King Company LLC	Whopperettes : Burger King's human pickle costume.	TX0006604224
Burger King Company LLC	Whopperettes : Burger King's human tomato costume.	TX0006604221
Burger King Company LLC	Whopperettes : Burger King's human top bun costume.	TX0006604225

Registered owner/ Grantor	Title of Work	Registration No.
Burger King Company LLC	Whopperettes "Have it your way" song: America's favorite version.	PA0001330829
Burger King Company LLC	Whopperettes "Have it your way" song: extra cheese version.	PA0001330830
Burger King Company LLC	Whopperettes "Have it your way" song: mayo version.	PA0001330831
Burger King Company LLC	Burger King "Generic": 60 [sec.] / David Buskin.	PA0000443397
Burger King Company LLC	Crown Emoji Wink and 3 Other Unpublished Works.	VAu001477578
Burger King Company LLC	Have it your way: musical composition.	V9922D740
Burger King Company LLC	King character bookmarks.	VA0000059040
Burger King Company LLC	Smile; original musical composition / Composer: David McHugh. EU774466.	V1665P054
Burger King Company LLC	TIPS : To insure proper service / Davmor Product Systems ; Dick Hussey, editor].	CSN0042426
Burger King Company LLC	TIPS : To insure proper service / Davmor Product Systems ; Dick Hussey, editor].	CSN0042426

Canadian Applied for and Registered Intellectual Property

Canadian Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Burger King Company LLC	BROILER	186910
Burger King Company LLC	AUTOMATIC BROILER FOR VARIABLE BATCH COOKING	2,698,788
Burger King Company LLC	AUTOMATIC BROILER FOR VARIABLE BATCH COOKING	2,922,286
Burger King Company LLC	ELECTRIC BROILER	2764536

Canadian Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Burger King Company LLC	ANGRY WHOPPER	TMA792465
Burger King Company LLC	BACON KING	TMA1047086
Burger King Company LLC	BIG KING	TMA495556
Burger King Company LLC	BK	TMA711610
Burger King Company LLC	BK	TMA749291
Burger King Company LLC	BK	TMA798435
Burger King Company LLC	BK	TMA662384
Burger King Company LLC	BK BIG FISH	TMA501325
Burger King Company LLC	BK BROILER	TMA420458
Burger King Company LLC	BK BURGER SHOTS	TMA745255
Burger King Company LLC	BK CROWN	TMA897258
Burger King Company LLC	BK GUEST TRAC	TMA837415
Burger King Company LLC	BK HOLD'EMS	TMA712028
Burger King Company LLC	BK PIPE	TMA711258
Burger King Company LLC	BK POSITIVE STEPS	TMA780878
Burger King Company LLC	BK POSITIVE STEPS	TMA780876
Burger King Company LLC	BK WRAPPER	TMA822872
Burger King Company LLC	BURGER KING	TMA204355
Burger King Company LLC	BURGER KING & Crescent Design	TMA619526
Burger King Company LLC	BURGER KING & Crescent Design	TMA755312

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Burger King Company LLC	BURGER KING & Crescent Design	TMA798169
Burger King Company LLC	BURGER KING & Crescent Logo YOUR WAY	TMA986863
Burger King Company LLC	BURGER KING & Crescent Logo YOUR WAY (French)	TMA935752
Burger King Company LLC	BURGER KING & Hamburger Design	TMA212187
Burger King Company LLC	CHICKEN TENDERS	TMA355752
Burger King Company LLC	CHICK'N CRISP	TMA711254
Burger King Company LLC	CHOICE RULES	TMA745818
Burger King Company LLC	COOL DOWN WITH THE KING	799412
Burger King Company LLC	CROISSAN'WICH	TMA313291
Burger King Company LLC	CROUSTIPOULET	TMA668398
Burger King Company LLC	Crown Design	TMA839160
Burger King Company LLC	Crown Design	TMA777255
Burger King Company LLC	CROWN STANDARD	TM1065921
Burger King Company LLC	DÉMARCHES POSITIVES BK	TMA822877
Burger King Company LLC	DOUBLE WHOPPER	TMA742998
Burger King Company LLC	FAITES VOTRE CHOIX	TMA745819
Burger King Company LLC	FRYPOD	TMA722694
Burger King Company LLC	GUEST TRAC	TMA881357
Burger King Company LLC	HAVE IT YOUR WAY	TMA217320
Burger King Company LLC	HAVE IT YOUR WAY	TMA709982
Burger King Company LLC	HOME OF THE WHOPPER	TMA171692
Burger King Company LLC	IGNITE YOUR TASTEBUDS	799413
Burger King Company LLC	JE PRÉFÈRE	TMA600641
Burger King Company LLC	KING BACON	TMA1047091
Burger King Company LLC	KING DEALS	TMA684783
Burger King Company LLC	KING DEALS	TMA939803
Burger King Company LLC	KING DEALS	TMA787707
Burger King Company LLC	KING JR	TMA1027595
Burger King Company LLC	KING JUNIOR	TMA1027638
Burger King Company LLC	KING SUPREME	TMA588628
Burger King Company LLC	KING SUPREME (French Version)	TMA588648

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Burger King Company LLC	LE KING DU JOUR	TMA684367
Burger King Company LLC	MAN DISCOVERED FIRE FOR A REASON	801567
Burger King Company LLC	PIQUANT AU POULET	TMA711559
Burger King Company LLC	RABAIS DU KING	TMA939823
Burger King Company LLC	Sitting Burger King Character on Hamburger Design	TMA166405
Burger King Company LLC	STAY CONNECTED YOUR WAY	TMA718368
Burger King Company LLC	STEAKHOUSE XT	TMA779637
Burger King Company LLC	TASTE IS KING	TMA906635
Burger King Company LLC	TENDERCRISP	TMA668404
Burger King Company LLC	TENDERGRILL	TMA676443
Burger King Company LLC	THE KING OF ALL GIFTS	TMA718189
Burger King Company LLC	TOUJOURS A MON GOUT	TMA731318
Burger King Company LLC	TRIPLE WHOPPER	TMA742999
Burger King Company LLC	WHOPPER	TMA145436
Burger King Company LLC	WHOPPER	TMA839159
Burger King Company LLC	WHOPPER BAR	TMA822127
Burger King Company LLC	WHOPPER DOUBLE	TMA742997
Burger King Company LLC	WHOPPER JR.	TMA231714
Burger King Company LLC	WHOPPER JUNIOR	TMA581068
Burger King Company LLC	WHOPPER TRIPLE	TMA742996
Burger King Company LLC	WRAPIDO BK	TMA712035

Canadian Copyright Registrations

None.