

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE QUIZNO'S MASTER LLC		10/21/2004	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA	
Name:	JP MORGAN CHASE BANK
Street Address:	712 MAIN STREET
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1640049	BAIN'S
Registration Number:	959079	BAIN'S CAFETERIA
Registration Number:	2144161	CHEEZE LOUISE
Serial Number:	78293779	CHEEZE LOUISE
Serial Number:	78247432	CHEF JIMMY
Registration Number:	2480913	CIAO! BABY
Registration Number:	2798072	CRUSTINO'S
Serial Number:	78287123	FRESH 'N TOASTY
Serial Number:	76389519	MMMM...TOASTY
Serial Number:	76389522	MMMM...TOASTY
Registration Number:	2826894	MR. QUIZ KNOWZ
Registration Number:	2755921	MR. QUIZ KNOWZ
Serial Number:	78388007	OVEN TOASTED
Registration Number:	2540306	OVEN TOASTED TASTES BETTER

CH \$915.00 1640049

Registration Number:	2714443	Q
Registration Number:	2722381	Q
Serial Number:	78329812	Q
Registration Number:	2694703	Q BREAKFAST
Registration Number:	2694702	Q BREW
Serial Number:	78397517	QCARD
Registration Number:	2866741	QPOS
Registration Number:	2765143	QUIZ KIDZ
Registration Number:	1317420	QUIZNO'S
Registration Number:	1317421	QUIZNO'S
Registration Number:	1716834	QUIZNO'S
Registration Number:	2820292	QUIZNOS
Registration Number:	2728066	QUIZNOS
Registration Number:	2086598	QUIZNO'S EXPRESS CLASSIC SUBS
Registration Number:	2843107	QUIZNOS SUB
Registration Number:	2228680	QUIZNO'S SUBS OVEN BAKED CLASSICS
Registration Number:	2466397	SMOOTHIE Q
Registration Number:	2468324	SMOOTHIE Q
Serial Number:	76389520	TOASTY
Serial Number:	76389521	TOASTY
Registration Number:	2743992	TURBO TURKEY SUB
Registration Number:	2727950	WHAMMY HAMMY SUB

**CORRESPONDENCE DATA**

Fax Number: (713)238-7343  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713/220-4192  
Email: pat-tmk@andrewskurth.com  
Correspondent Name: ANDREWS KURTH LLP  
Address Line 1: 600 TRAVIS, SUITE 4200  
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	155462
NAME OF SUBMITTER:	TAMMY BRENNIG

Total Attachments: 6  
source=TDOC204#page1.tif  
source=TDOC204#page2.tif  
source=TDOC204#page3.tif

source=TDOC204#page4.tif  
source=TDOC204#page5.tif  
source=TDOC204#page6.tif

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, QFH LLC, CANADA DISTRIBUTION, LLC, S&S EQUIPMENT COMPANY LLC, INTERNATIONAL FOOD DISTRIBUTION, LLC, US FULFILLMENT LLC, TQSC LLC, CLG LEASING LLC, QUIZ-CAN MANAGEMENT, INC., AMERICAN PAYROLL COMPANY, THE QUIZNO'S MASTER LLC, AMERICAN FOOD DISTRIBUTORS LLC, AMERICAN FREIGHT COMPANY LLC, BOULDER AVIATION MANAGEMENT, LLC, CHAIN MANAGEMENT SYSTEMS LLC, CMS AGENCY LLC, CMS GIFT CARD LLC, CONTINENTAL LENDING GROUP LLC, QCCC LLC, QUIZ-DIA LLC, QUIZ-UK LLC, QUIZNO'S FRANCHISING LLC, QUIZNO'S SERVICES COMPANY LLC, SEATTLE AREA DIRECTORSHIP II LLC, SOURCE ONE SYSTEMS LLC, THE QUIZNO'S ACQUISITION COMPANY, THE QUIZNO'S FRANCHISE COMPANY LLC, THE QUIZNO'S OPERATING COMPANY LLC, THE QUIZNO'S REALTY COMPANY LLC, and QUIZ-CAN LTD. (individually and collectively, the "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to a Credit Agreement dated as of October 21, 2004 (the "Credit Agreement"), among QFH LLC, a Colorado limited liability company (the "Borrower"), the Guarantors party hereto (the "Guarantors"), the Lenders party hereto (the "Lenders"), JPMorgan Chase Bank, the Administrative Agent, Fleet National Bank, as Syndication Agent, Harris Trust and Savings Bank and SunTrust Bank, as Documentation Agents, and J.P. Morgan Securities Inc., as Sole Bookrunner and Lead Arranger, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

**WHEREAS**, pursuant to the terms of the Security and Pledge Agreement dated as of October 21, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors and JPMorgan Chase Bank, as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Administrative Agent"), Grantor has agreed to grant in favor of the Administrative Agent a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;

(ii) all renewals of trademark and service mark registrations;

(iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[Remainder of page intentionally left blank.]**

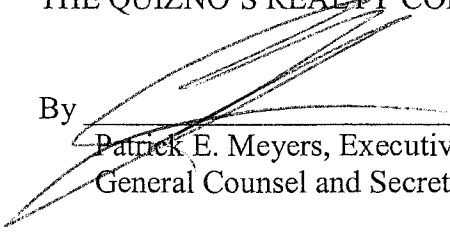
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 21<sup>st</sup> day of October, 2004.

**GRANTORS:**

QFH LLC, a Colorado limited liability company

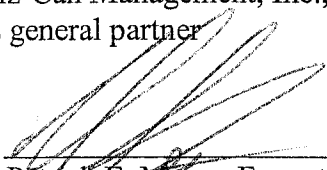
By:   
Patrick E. Meyers, Manager

CANADA DISTRIBUTION, LLC  
S&S EQUIPMENT COMPANY LLC  
INTERNATIONAL FOOD DISTRIBUTION, LLC  
US FULFILLMENT LLC  
TQSC LLC  
CLG LEASING LLC  
QUIZ-CAN MANAGEMENT, INC.  
AMERICAN PAYROLL COMPANY  
THE QUIZNO'S MASTER LLC  
AMERICAN FOOD DISTRIBUTORS LLC  
AMERICAN FREIGHT COMPANY LLC  
BOULDER AVIATION MANAGEMENT LLC  
CHAIN MANAGEMENT SYSTEMS LLC  
CMS AGENCY LLC  
CMS GIFT CARD LLC  
CONTINENTAL LENDING GROUP LLC  
QCCC LLC  
QUIZ-DIA LLC  
QUIZ-UK LLC  
QUIZNO'S FRANCHISING LLC  
QUIZNO'S SERVICES COMPANY LLC  
SEATTLE AREA DIRECTORSHIP II LLC  
SOURCE ONE SYSTEMS LLC  
THE QUIZNO'S ACQUISITION COMPANY  
THE QUIZNO'S FRANCHISE COMPANY LLC  
THE QUIZNO'S OPERATING COMPANY LLC  
THE QUIZNO'S REALTY COMPANY LLC

By:   
Patrick E. Meyers, Executive Vice President,  
General Counsel and Secretary

QUIZ-CAN LTD.

By: Quiz-Can Management, Inc.,  
its general partner

By   
Patrick E. Myers, Executive Vice  
President, General Counsel and Secretary

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>
The Quizno's Master LLC	BAIN'S	1,640,049	04/02/91
The Quizno's Master LLC	BAIN'S CAFETERIA (Stylized)	959,079	05/15/73
The Quizno's Master LLC	CHEEZE LOUISE (and Design)	2,144,161	03/17/98
The Quizno's Master LLC	CHEEZE LOUISE	78-293779	08/28/03
The Quizno's Master LLC	CHEF JIMMY	78-247432	05/08/03
The Quizno's Master LLC	CIAO! BABY	2,480,913	08/21/01
The Quizno's Master LLC	CRUSTINO'S	2,798,072	12/23/03
The Quizno's Master LLC	FRESH 'N TOASTY	78-287123	08/13/03
The Quizno's Master LLC	MMMM... TOASTY	76-389519	04/01/02
The Quizno's Master LLC	MMMM... TOASTY	76-389522	04/01/02
The Quizno's Master LLC	MR. QUIZ KNOWZ	2,826,894	03/30/04
The Quizno's Master LLC	MR. QUIZ KNOWZ	2,755,921	08/26/03
The Quizno's Master LLC	OVEN TOASTED (Block letters)	78-388007	03/20/04
The Quizno's Master LLC	OVEN TOASTED TASTES BETTER	2,540,306	02/19/02
The Quizno's Master LLC	Q (Stylized)	2,714,443	05/06/03
The Quizno's Master LLC	Q (Stylized)	2,722,381	06/03/03
The Quizno's Master LLC	Q (Stylized)	78-329812	11/19/03
The Quizno's Master LLC	Q BREAKFAST	2,694,703	03/11/03
The Quizno's Master LLC	Q BREW	2,694,702	03/11/03
The Quizno's Master LLC	QCARD (Stylized)	78-397517	04/06/04
The Quizno's Master LLC	QPOS	2,866,741	07/27/04
The Quizno's Master LLC	QUIZ KIDZ	2,765,143	09/16/03



<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>
The Quizno's Master LLC	QUIZNO'S (Stylized)	1,317,420	01/29/85
The Quizno's Master LLC	QUIZNO'S	1,317,421	01/29/85
The Quizno's Master LLC	QUIZNO'S (and Design)	1,716,834	09/15/92
The Quizno's Master LLC	QUIZNOS	2,820,292	03/02/04
The Quizno's Master LLC	QUIZNOS	2,728,066	06/17/03
The Quizno's Master LLC	QUIZNO'S EXPRESS CLASSIC SUBS	2,086,598	08/05/97
The Quizno's Master LLC	QUIZNOS SUB (Stylized)	2,843,107	05/18/04
The Quizno's Master LLC	QUIZNO'S SUBS OVEN BAKED CLASSICS (and Design)	2,228,680	03/02/99
The Quizno's Master LLC	SMOOTHIE Q (Stylized)	2,466,397	07/03/01
The Quizno's Master LLC	SMOOTHIE Q	2,468,324	07/10/01
The Quizno's Master LLC	TOASTY	76-389520	04/01/02
The Quizno's Master LLC	TOASTY	76-389521	04/01/02
The Quizno's Master LLC	TURBO TURKEY SUB	2,743,992	07/29/03
The Quizno's Master LLC	WHAMMY HAMMY SUB	2,727,950	06/17/03