

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Source One Distribution LLC		05/05/2006	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Credit Partners L.P.		
<b>Street Address:</b>	c/o Goldman, Sachs & Co., 30 Hudson St., 17th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BERMUDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78648323	RESTAURANT IN A TRUCK	
<b>Serial Number:</b>	78648309	STORE IN A TRUCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0539 (1ST LIEN)		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>Signature:</b>	/Anna T Kwan/		

OP \$65.00 78648323

Date:

05/05/2006

**Total Attachments: 39**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 5, 2006 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Goldman Sachs Credit Partners L.P. ("GSCP"), as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, QCE LLC, a Delaware limited liability company (the "Borrower"), has entered into a Credit Agreement, dated as of May 5, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with QCE FINANCE LLC, a Delaware limited liability company ("Holdco"), the Lenders party thereto from time to time, GSCP, as Administrative Agent, DEUTSCHE BANK SECURITIES INC. ("DB"), as syndication agent (in such capacity, together with its successors and assigns, the "Syndication Agent"), CREDIT SUISSE SECURITIES (USA) LLC, BNP PARIBAS SECURITIES CORP., and WACHOVIA BANK, N.A. as co-documentation agents (in such capacity, together with their respective successors and assigns, the "Co-Documentation Agents"), and GSCP and DB as joint lead arrangers and joint bookrunners (in each such capacity, together with their respective successors and assigns, the "Joint Lead Arrangers");

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 5, 2006, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the ratable benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Collateral Agreement) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Collateral Agreement):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without

limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.


SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


QIP HOLDER LLC

By:   
Name: Patrick E. Meyers  
Title: Executive Vice President and Secretary

SOURCE ONE DISTRIBUTION LLC

By: \_\_\_\_\_  
Name: Scott O'Hara  
Title: President

THE QUIZNO'S MASTER LLC

By:   
Name: Patrick E. Meyers  
Title: Executive Vice President and Secretary

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)

TRADEMARK  
REEL: 003304 FRAME: 0138

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

QIP HOLDER LLC

By: \_\_\_\_\_

Name:

Title:

SOURCE ONE DISTRIBUTION LLC

By: \_\_\_\_\_

Name:

Title: *President*

THE QUIZNO'S MASTER LLC

By: \_\_\_\_\_

Name:

Title:

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)

**UNITE STATES**  
**SCHEDULE TO INTELLECTUAL PROPERTY AGREEMENT**

UNITED STATES  
 PATENT AND TRADEMARK OFFICE  
 Washington, D.C. 20530

G

OWNER	REGISTRATION NUMBER	DESCRIPTION
OWNER	6	DESCRIPTION
Holder LLC	D46,746	DESCRIPTION
Holder LLC	D47,797	DESCRIPTION

Applicant's Name:  
 Applicant's Address:  
 Applicant's City:

APP

OWNER	REGISTRATION NUMBER	DESCRIPTION
OWNER	607513	DESCRIPTION
Holder LLC	607719062	DESCRIPTION
Holder LLC	607719062	DESCRIPTION



INTERNATIONAL TRADEMARKS  
 UNITED STATES PATENT AND TRADEMARK OFFICE  
 CLASSIFICATION

CLASSIFICATION: 43-000000  
 TRADEMARK: BROWN'S CAFETERIA  
 REGISTERED: 11/03/1999

MARK CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
CLASS 43 - RESTAURANTS AND CATERING SERVICES	11/03/1999	11/03/1999	QIP Holder LLC
CLASS 35 - RETAIL STORES	11/03/1999	11/03/1999	QIP Holder LLC
CLASS 43 - RESTAURANTS AND CATERING SERVICES	11/03/1999	11/03/1999	QIP Holder LLC
CLASS 43 - RESTAURANTS AND CATERING SERVICES	11/03/1999	11/03/1999	QIP Holder LLC
CLASS 43 - RESTAURANTS AND CATERING SERVICES	11/03/1999	11/03/1999	QIP Holder LLC

CLASSIFICATION

REGISTERED TRADEMARK

CLASS 42 - Restaurant services

MARK	CLASS	DESCRIPTION	APPL NO	FILED	ISSUE DATE	REG NO	REG CLASS	REG DATE	REG HOLDER
CLASS 42	42	Restaurant services	09/20/2001	63513	05/06/2013	05/06/2013	QIP Holder LLC	QIP Holder LLC	
MIR 3	42	Restaurant services	09/20/2001	63513	05/06/2013	05/06/2013	QIP Holder LLC	QIP Holder LLC	
MIR 3	42	Restaurant services	09/20/2001	63513	05/06/2013	05/06/2013	QIP Holder LLC	QIP Holder LLC	
MIR 3	42	Restaurant services	09/20/2001	63513	05/06/2013	05/06/2013	QIP Holder LLC	QIP Holder LLC	
MIR 3	42	Restaurant services	09/20/2001	63513	05/06/2013	05/06/2013	QIP Holder LLC	QIP Holder LLC	



Class 42 - Restaurant services

REGISTERED IN FULL  
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MARK	CLASS & GOODS	APPL NO	APPL DATE	REG NO	REG DATE	REG STATUS	REG EXPIRES	REG HOLDER
	CLASS 30 - Beverages, including coffee	787256008	05/29/2003	0671204	7/12/2010	08/15/2010	07/27/2010	QIP Holder LLC
	CLASS 30 - Beverages, including coffee	787256008	05/29/2003	0671204	7/12/2010	08/15/2010	07/27/2010	QIP Holder LLC
	CLASS 30 - Beverages, including coffee	787256008	05/29/2003	0671204	7/12/2010	08/15/2010	07/27/2010	QIP Holder LLC
	CLASS 30 - Beverages, including coffee	787256008	05/29/2003	0671204	7/12/2010	08/15/2010	07/27/2010	QIP Holder LLC

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MARK CLASS	GOODS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	REG. CLASS	REG. STATUS	REG. TYPE
0	MARK TV	79/107	08/02/91	206205	05/15/90	8	IP	Holder LLC
1	CLASKD UZ	1/02	08/02/91	206205	05/15/90	8	IP	Holder LLC
2	ZN Restaurant	0/3204	03/3/20	620/1	03/3/20	6	IP	Holder LLC
3	02 R u t i s	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
4	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
5	00 S h	7/18	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
6	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
7	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
8	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
9	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
10	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
11	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
12	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
13	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
14	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
15	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
16	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
17	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
18	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
19	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
20	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
21	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
22	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
23	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
24	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
25	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
26	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
27	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
28	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
29	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
30	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
31	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
32	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
33	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
34	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
35	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
36	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
37	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
38	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
39	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
40	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
41	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
42	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
43	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
44	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
45	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
46	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
47	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
48	00 S h	0/3204	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
49	00 S h	32/24	03/3/20	2/80651	03/3/20	6	IP	Holder LLC
50	00 S h	6	03/3/20	2/80651	03/3/20	6	IP	Holder LLC



Class 42 - Restaurant services  
 QUIZNO'S XPRESSES LLC SSIC SUBS  
 Class 42 - Restaurant services

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CLASS & GOODS	APPL	DA	TR	IP	OD	LC
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	4/5/2	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d
<b>Quinn's</b> s4 u sta n Cas e ur t i s' e-o r tau e c I Q 2 e ur t i s' , ak ut es ant s rvi e s	7/7	2	0	IP	o	d

SCHEDULE I  
INTELLECTUAL PROPERTY

REGISTRATION NUMBER

CLASS

MARK CLASS & GOODS	APPL. NO. & DATE	REG. NO. & DATE	REG. CLASS	REG. STATUS
MARK A CLASS 42 - Restaurant services	7631521 / 5/15/00	8871 / 7/1/00	42	REG. 06/17/2000
CLASS 42 - Restaurant services	763852 / 8/1/00	9737 / 1/1/01	42	REG. 06/17/2000
CLASS 42 - Restaurant services	76312478 / 5/15/00	8871 / 7/1/00	42	REG. 06/17/2000
CLASS 42 - Restaurant services	7631521 / 5/15/00	8871 / 7/1/00	42	REG. 06/17/2000
CLASS 42 - Restaurant services	7631521 / 5/15/00	8871 / 7/1/00	42	REG. 06/17/2000
CLASS 42 - Restaurant services	7631521 / 5/15/00	8871 / 7/1/00	42	REG. 06/17/2000

SCHEDEL INTELLIGENT

ALL PROPERTY CUR Y G N ENT

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CLASS GOODS G

CLASS 35, 36, 37, 42

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Class STO S TY

RE URANT IN A TRUCK

STORE IN A TRUCK

Classes 35, 39, 42

APPL 0.5 E

2818 90 AT

08/07/85

6/01

7/5/20

3/2/75

08/08/09

7/5/20

8/07/04

7/2/04

7/6/405

8/3/4

54/236

7/6/0

8/6/0

4/7/2005

7/6/0

8/0/05

0/1/2005

6/0/05

7/6/48309

6/10/05

OW I P H e L I o d o L

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Source One Distribution LLC

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INTERNATIONAL TRADEMARKS  
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COUNTRY	CLASS & GOODS	APPROX. DATE	REG. DATE	OWNER
Argentina	CLASS 20 - Soft drinks CLASS 33 - Alcoholic beverages	2/3/98	1/1/00	Quiznos Master LLC
Aruba	CLASS 42 - Business services	8/1/2000	08/4/2000	The Quizno's Master LLC
Australia	CLASS 43 - Restaurant services	04/01/2003	04/01/2003	The Quizno's Master LLC



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COUNTRY	MARK CLASS & GOODS	App. #	DATE	OWNER
USA	Class 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC
USA	Class 42 - Internet services	038201	12/30/2011	The Quizno's Master LLC
Bahrain	Class 30 - Food products including sandwiches	038201	12/30/2011	The Quizno's Master LLC

INTERNATIONAL AERIAL SECURITY

COUNTRY	CLASS & GOODS	DATE	MARK	REGISTRATION
Canada	Class 43 - restaurant services	1/7/2012	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC
Canada	Class 43 - restaurant services	03/6/2003	Quizno's	The Quizno's Master LLC

DEPARTMENT OF COMMERCE  
 INTERNATIONAL TRADE COMMISSION  
 U.S. PATENT AND TRADEMARK OFFICE

COUNTRY	MARK ID CLASS & GOODS	APPL. # DATE	REG. # DATE	OWNER
Canada	14 Rta Class 43 - restaurant services	75521 5/25/94	0-16038 5/05/20 (5/05/2021)	The Quizno's Master LLC
Canada	QUIZNO'S Class 43 - restaurant services	72511 03/26/2003	0-16038 5/05/20 (5/05/2021)	The Quizno's Master LLC

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COUNTRY	CLASS & GOODS	MARKS	FILE NO	FILE DATE	OWNER
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC
Chile	RESTAURANT SERVICES IN GENERAL	QUIZNO'S	016277	8/2/2010	The Quizno's Master LLC

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COUNTRY	CLASS & GOODS	AP #	NO. DATE	OWNER
USA	RESTAURANTS	143070	1/19/99	The Quizno's Master LLC
USA	RESTAURANTS	19900894	1/21/01	The Quizno's Master LLC
USA	RESTAURANTS	1900	2/7/99	The Quizno's Master LLC
USA	RESTAURANTS	1027357	1/27/99	The Quizno's Master LLC
USA	RESTAURANTS	01/28/1999	1/28/99	The Quizno's Master LLC
USA	RESTAURANTS	01/28/2000	1/28/2000	The Quizno's Master LLC

INVENTION NO. 01-210-001

CLASS 35



MARK

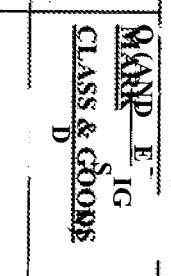
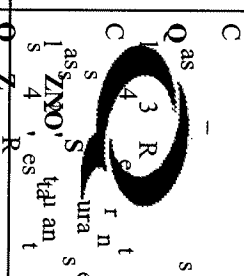
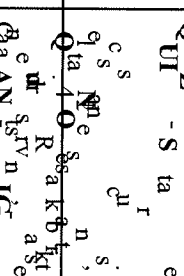
OWNER

DATE

COUNTRY	MARK CLASS & GOODS	A.L.D. #	N.D. #	OWNER
United States	35-01-01: Retail services, specifically, the sale of sandwiches	07/6/00	11/5/00	The Quizno's Master LLC
United States	35-02-01: Retail services, specifically, the sale of sandwiches	08/22/001	11/5/00	The Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	FILED	DATE	OWNER
USA	CLASS 43 - Restaurant services  QUIZNO, RESTAURANT SERVICES	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 42 - Restaurant services	10/23/2000	10/23/2010	The Quizno's Master LLC
USA	CLASS 43 - Restaurant services  QUIZNO, RESTAURANT SERVICES	10/06/66	10/23/2010	The Quizno's Master LLC
USA	CLASS 42 - Restaurant services	10/23/2000	10/23/2010	The Quizno's Master LLC

COUNTRY	CLASS & GOODS	PL DATE	THE	WYER
C		7/1/04	0/13/04 ATE	The Quizno's Master LLC
H on		5/2/09	0/25/09	The Quizno's Master LLC
H on		06/20/11	0/32/11	The Quizno's Master LLC
C	Class 43 - restaurant services	63/003 03/27/2003	0/03/2003 0/03/2003 0/03/2013	The Quizno's Master LLC



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COUNTRY	MARK CLASS & GOODS	APPL #	INTL DATE	INTL DATE	OWNER
India	Class 30 - Sweets, biscuits, cakes, pastries, and confectionery. Class 31 - Beverages, including tea, coffee, and milk. Class 32 - Alcoholic beverages.	2012	09/20/11	09/20/11	The Quizno's LLC
Indonesia	Class 29 - Restaurant services, providing of food and drink.	0502	05/11/89	05/11/89	The Quizno's Master LLC
Israel	Class 42 - Restaurant services.	1490	05/22/2001	05/22/2001	The Quizno's Master LLC

INTERNATIONAL

PROPERTY SECURITY AGREEMENT

COUNTRY	MARKD CLASS & GOODS	APPLD DATE	FILING DATE	OWNER
Japan	<p>Class 42 - Offering of food and drinks.</p> <p><b>QUIZNO</b></p>	<p>12/4/98</p> <p>02/18/1998</p>	<p>4-08</p> <p>02/17/99</p> <p>02/17/00</p>	<p>The Quizno's Master LLC</p>

COUNTRY	CLASS	FILED	DATE	OWNER
Japan	Class 35 (Advertising)	1774	11/20/2014	The Quizno's Master LLC
Japan	Class 35 (Advertising)	1774	11/20/2014	The Quizno's Master LLC
Japan	Class 35 (Advertising)	1774	11/20/2014	The Quizno's Master LLC
Japan	Class 35 (Advertising)	1774	11/20/2014	The Quizno's Master LLC
Japan	Class 35 (Advertising)	1774	11/20/2014	The Quizno's Master LLC

COUNTRY	MARK	CLASS & GOODS	A.L	E.F.I	O.F.R
Kuwait	QZ3	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QUI	QUI	7/1/04	0/0/04	The Quizno's Master LLC
Kuwait	QZ4	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ4	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ5	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ6	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ7	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ8	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ9	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC
Kuwait	QZ10	Gas 3	6/1/04	3/0/04	The Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	DATE	STATUS	OWNER
Mexico	Class 35 Retail services; advertising services	19/05/2002	Registered	Quizno's Master LLC
Mexico	Class 42 Computer services; software development	19/05/2002	Registered	Quizno's Master LLC
Mexico	Class 35 Retail services; advertising services	19/05/2002	Registered	Quizno's Master LLC
Mexico	Class 35 Retail services; advertising services	19/05/2002	Registered	Quizno's Master LLC
Mexico	Class 35 Retail services; advertising services	19/05/2002	Registered	Quizno's Master LLC

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COUNTRY	MARK CLASS & GOODS	APPROPRIATE	FILED DATE	OWNER
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC
Canada	CLASS 30 - Food products including sandwiches CLASS 43 - Restaurant services	APR 4 2007	07/18/2007	The Quizno's Master LLC

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COUNTRY	CLASS & CODES	APP #	DATE	WV	REGISTRATION
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	4/08/2002	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	3/14/1	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC
Saudi Arabia	Q (AN) (S) (N) (D) (E) (S) (N) (D) (I) (G)	7/6/2006	07/21/1994	01-11/2015	The Quizno's Master LLC

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COUNTRY	CLASS & GOODS	APPROX. DATE	REG. #	REG. DATE	REG. TYPE
U.K.	CLASS 42 - Services including television services	08/20/04	0820	08/20/04	TELEVISION SERVICES
France	CLASS 30 - Food products including sandwiches	02/20/00	0220	02/20/00	FOOD PRODUCTS INCLUDING SANDWICHES
Tunisia	CLASS 42 - Restaurant services	01/18/99	0118	01/18/99	RESTAURANT SERVICES
Tunisia	CLASS 42 - Restaurant services	09/28/2001	0928	09/28/2001	RESTAURANT SERVICES



**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<u>COUNTRY</u>	<u>MARK CLASS &amp; GOODS</u>	<u>APPL. #</u> <u>APPL. DATE</u>	<u>REG. NUM.</u> <u>REG. DATE</u> <u>RENEW DATE</u>	<u>OWNER</u>
Turkey	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches Class 43 - Restaurant services	2002/8554 04/16/2002	2002 08554 04/16/2002 04/16/2012	The Quizno's Master LLC
Ukraine, The	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches Class 43 - Restaurant services	2002076260/T 07/26/2002	41735 07/15/2004 07/26/2012	The Quizno's Master LLC
United Arab Emirates	<b>Q (AND DESIGN)</b>  Class 43 - restaurant services	52825 04/22/2003	52825 04/22/2003 04/22/2013	The Quizno's Master LLC
United Arab Emirates	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches	45611 12/30/2001	39996 12/30/2011	The Quizno's Master LLC
United Arab Emirates	<b>QUIZNO'S</b> Class 42 - Restaurant services	45612 12/30/2001	39995 12/30/2001	The Quizno's Master LLC
United Kingdom	<b>QUIZNO'S</b> Class 42 - Restaurant, catering, cafe, canteen, coffee shop and snack bar services; bar and wine bar services	1576926 07/02/1994	1576926 07/02/1994 07/02/2011	The Quizno's Master LLC

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CLASSIFICATION

COUNTRY	CLASSIFICATION	PL	DATE	OWNER
United Kingdom	CLASSIFICATION	25 78 2	02/01/2001	The Quizno's Master LLC
Venezuela	CLASSIFICATION	20	08/22/2015	The Quizno's Master LLC


SCHEIDT & BONDY  
 INTERNATIONAL  
 ATTORNEYS AT LAW  
 1000 L Street, N.E.  
 Washington, D.C. 20002  
 Telephone: (202) 331-1100  
 Fax: (202) 331-1101


COUNTRY	MARK NO	CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	12500	Class 42 - Restaurant services.	05/23/2001	05/23/2001	The Quinzino's Master LLC
Germany	12500	Class 42 - Restaurant services.	05/23/2001	05/23/2001	The Quinzino's Master LLC

Applicant's name: The Quinzino's Master LLC




COUNTRY	MARK CLASS & GOODS	APPL. DATE	REG. DATE	OWNER
Germany	Class 42 - Restaurant services. 	05/23/2001	05/23/2001	The Quinzino's Master LLC

IN THE UNITED STATES OF AMERICA  
 PROPERTY SECURITY AGREEMENT


COUNTRY	MARK CLASS & GOODS	A.L.# P.D.A. AP L.	C.N.R. C.V.
Cayman Islands	 <p>nd d e i s g</p> <p>Class 43 - restaurant services</p>	Filing receipt pending	The Quizno's Master LLC

COUNTRY OF ORIGIN	MARK CLASS & GOODS	APPL. # (P.T. A.P.L.) DATE	APPLICANT'S NAME (Full Name, Nationality)
Egypt	<p>Q (AND ES IGN)</p> <p>Q (AND ES IGN)</p>	<p>3109003/2003</p>	<p>The Quizno's, Manufacturer LLC</p>
Egypt		<p>6852 07/31/2004</p>	<p>The Quizno's, Manufacturer LLC</p>




**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Egypt	Q (AND DESIGN)  Class 32	168522 07/31/2004	The Quizno's Master LLC
Egypt	Q (AND DESIGN)  Class 43 - Restaurant services	169523 07/31/2004	The Quizno's Master LLC
Egypt	Class 43 - Restaurant services <b>QUIZNO'S</b> Class 43 - Restaurant services	150580 04/24/2002	The Quizno's Master LLC
India	<b>QUIZNO'S</b> Class 43 - Restaurant services	Filing receipt pending	The Quizno's Master LLC
Jordan	Q (AND DESIGN)  Class 30 - Food products including sandwiches	80749 07/19/2005	The Quizno's Master LLC

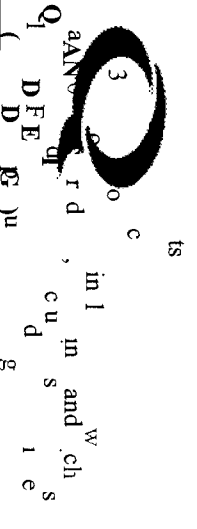
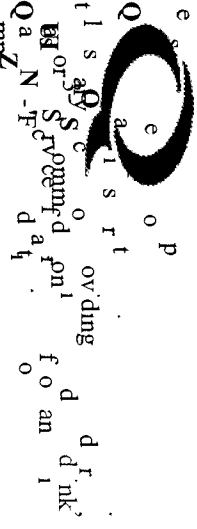
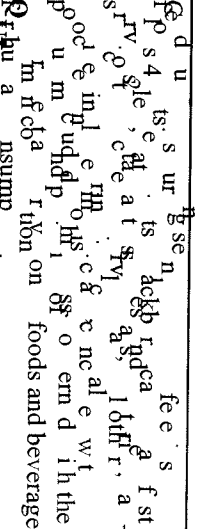
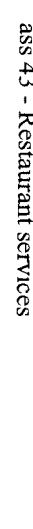
**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>COUNTRY</b>	<b>MARK CLASS &amp; GOODS</b>	<b>APPL. # APPL. DATE</b>	<b>OWNER</b>
Jordan	<b>Q (AND DESIGN)</b>  Class 43 - Restaurant services	80748 07/19/2005	The Quizno's Master LLC
Malaysia	<b>QUIZNO'S</b> Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey; treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; food products, including sandwiches <b>QUIZNO'S</b>	2001/09764 07/28/2001	The Quizno's Master LLC
Pakistan	<b>QUIZNO'S</b> Class 30 - Food products including sandwiches <b>QUIZNO'S</b>	174660 11/03/2001	The Quizno's Master LLC
Pakistan	<b>QUIZNO'S</b> Class 43 - restaurant services <b>QUIZNO'S</b>	1987405 07/17/2004	The Quizno's Master LLC
Philippines, The	<b>QUIZNO'S</b> Class 30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey; treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; food products, including sandwiches Class 43 - Restaurant services <b>QUIZNO'S</b>	4-02-0009342 10/30/2002	The Quizno's Master LLC

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COUNTRY	MARK	CLASS & GOODS	PP ID #	PL. L. A. E. T. F. I. N. C. E.	REGISTRATION
Qatar		RESTAURANT SERVICES	13	380100 30204	Qatar Restaurant Services LLC
Qatar		RESTAURANT SERVICES	3804	01/04 30200	The Quizno's Restaurant LLC
Qatar		RESTAURANT SERVICES	10	3850/02004	The Quizno's Restaurant LLC
Qatar	QUIZNO'S	Class 43 - Restaurant services	1086	03/01/2004	The Quizno's Restaurant LLC



COUNTRY	MARK CLASS & GOODS	P.L.D. #	V.I. N
S d Ar i	CLASS D S	848 A T 91705 71/05	T Quizno's LLC
S u i a d Ar i		829 97470 417205	The Quizno's Master LLC
S u h Afr i ca		001/184 /5/202 72221	The Quizno's Master LLC
S u h Afr i ca		01/0884- 0/2/1	The Quizno's Master LLC
S u h Afr i ca		5460 06/24/2005	The Quizno's Master LLC