

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (003137-0504)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as Collateral Agent		05/24/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Arby's Restaurant Group, Inc.
Street Address:	1155 Perimeter Center West
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	CORPORATION: DELAWARE

Name:	RTM, Inc. (now known as RTM, LLC)
Street Address:	1155 Perimeter Center West
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2311506	DREAM BIG. WORK HARD. GET IT DONE. PLAY FAIR. HAVE FUN. MAKE A DIFFERENCE.
Registration Number:	1887611	TWO MENUS, ONE ROOF.

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

CH \$65.00 2311506

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	3595697-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/26/2010

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of May 24, 2010 granted by Citicorp North America, Inc., in its capacity as collateral agent pursuant to that certain Credit Agreement dated as of July 25, 2005 and amended and restated as of March 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among ARBY’S RESTAURANT GROUP, INC., a Delaware corporation, WENDY’S INTERNATIONAL HOLDINGS, LLC, a Delaware limited liability company, ARBY’S RESTAURANT HOLDINGS, LLC, a Delaware limited liability company, WENDY’S INTERNATIONAL, INC., an Ohio corporation, TRIARC RESTAURANT HOLDINGS, LLC, a Delaware limited liability company, the Guarantors party thereto from time to time, the lenders and other parties thereto from time to time and Citicorp North America, Inc., as Collateral Agent (in such capacity, the “Collateral Agent”) (capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein) in favor of Arby’s Restaurant Group, Inc. (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of July 25, 2005, among the Grantor, the other entities listed on the signature pages thereto and Citicorp North America, Inc., as Collateral Agent (as amended, supplemented or otherwise modified, the “Intellectual Property Security Agreement), the Grantor pledged to the Collateral Agent a continuing security interest in all of its right, title and interest in certain Collateral including, without limitation, the Trademark registrations and applications set forth on Schedule I hereto together with the goodwill associated therewith (collectively, the “Trademarks”); and

WHEREAS the Intellectual Property Security Agreement has been recorded with the Trademarks Division of the U.S. Patent and Trademark Office on August 9, 2005 at Reel 003137 and Frame 0504;

NOW, THEREFORE, in acknowledgement that the Obligations have been repaid in full, the Collateral Agent hereby terminates the Security Agreement and the Intellectual Property Security Agreement insofar as it relates to the Trademarks, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, together with the goodwill associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to the Grantor.

The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

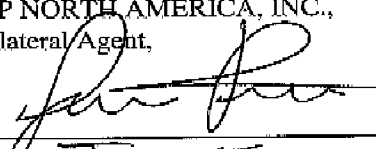
IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,
as Collateral Agent,

By: _____

Name:

Title:


JAKE FISHER

VICE PRESIDENT

[Release of Security Interest in Trademarks]

SCHEDULE I

TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
RTM, Inc.	2311506	Dream Big, Work Hard. Get it Done. Play Fair. Have Fun. Make a Difference
RTM, Inc.	1887611	Two Menus, One Roof