

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (003952-0760)

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 IP Holder Trust
Street Address:	1155 Perimeter Center West
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	Statuary Trust: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3209776	ARBY'S CHICKEN NATURALS
Registration Number:	3568371	A FRESH LOOK AT ARBY'S
Registration Number:	3262802	ARBY'S KIDS MEAL
Registration Number:	3209777	
Registration Number:	3343900	MARKET FRESH
Registration Number:	3434561	POPCORN CHICKEN SHAKERS
Registration Number:	2443595	SPICY THREE PEPPER
Serial Number:	77630101	ARBY'S DINNER PACKS
Serial Number:	77669838	ONE BITE GUARANTEE
Serial Number:	77658582	PROMISE CHECK
Serial Number:	77587549	ROASTBURGER
Serial Number:	77415747	SAVING THE WORLD FROM ORDINARY FAST FOOD
Serial Number:	77657678	STEAKHOUSE TOASTED SUB
Serial Number:	77291550	THE BIG KICKER TOASTED SUB

CH \$390.00 3209776

900163085

**TRADEMARK
 REEL: 004213 FRAME: 0172**

Serial Number:	77587539	THE BURGER DONE BETTER
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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
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:	3595697-30
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	05/26/2010
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Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citicorp North America, Inc., as Collateral Agent

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 24, 2010

- Assignment
- Security Agreement
- Other Release (003952-0760)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Arby's IP Holder Trust

Internal Address: _____

Street Address: 1155 Perimeter Center West

City: Atlanta

State: GA

Country: USA Zip: 30338

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Statutory Trust Citizenship USA - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77630101 and additional numbers on attached Schedule I

B. Trademark Registration No.(s)

3209776 and additional numbers on attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

May 25, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 IP Holder Trust (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of March 11, 2009, among the Grantor 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 March 16, 2009 at Reel 003952 and Frame 0760;

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

Mark	Country	Application No. / Filing Date	Registration No. / Registration Date	Class
ARBY'S CHICKEN NATURALS and design	U.S. Federal	78808889 Feb. 7, 2006	3209776 Feb. 13, 2007	29 30 43
ARBY'S DINNER PACKS	U.S. Federal	77630101 Dec. 10, 2008		30 43
A FRESH LOOK AT ARBY'S	U.S. Federal	77291592 Sep. 28, 2007	3568371 Jan. 27, 2009	43
ARBY'S KIDS MEAL and design	U.S. Federal	78705451 Sep. 1, 2005	3262802 Jul. 10, 2007	43
Design Only	U.S. Federal	78808920 Feb. 7, 2006	3209777 Feb. 13, 2007	29 30 43
MARKET FRESH	U.S. Federal	78784725 Jan. 4, 2006	3343900 Nov. 27, 2007	29 30
ONE BITE GUARANTEE	U.S. Federal	77669838 Feb. 13, 2009		43
POPCORN CHICKEN SHAKERS	U.S. Federal	77224408 Jul. 9, 2007	3434561 May 27, 2008	29
PROMISE CHECK	U.S. Federal	77658582 Jan. 28, 2009		43
ROASTBURGER	U.S. Federal	77587549 Oct. 7, 2008		30
SAVING THE WORLD FROM ORDINARY FAST FOOD	U.S. Federal	77415747 Mar. 7, 2008		29 30 43

Mark	Country	Application No. / Filing Date	Registration No. / Registration Date	Class
SPICY THREE PEPPER	U.S. Federal	76078373 Jun. 27, 2000	2443595 Apr. 10, 2001	30
STEAKHOUSE TOASTED SUB	U.S. Federal	77657678 Jan. 27, 2009		30
THE BIG KICKER TOASTED SUB	U.S. Federal	77291550 Sep. 28, 2007		30
THE BURGER DONE BETTER	U.S. Federal	77587539 Oct. 7, 2008		30