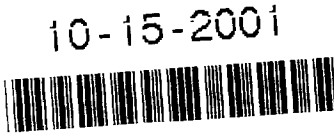


RE



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MARKDEL, INC.

10-8-01

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 1, 2001

2. Name and address of receiving party(ies)

Name: OLDEMARK LLC

Internal Address: 100 Bank Street, Suite 610B

Street Address: 100 Bank Street, Suite 610B

City: Burlington State: Vermont ZIP: 05402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

PLEASE SEE EXHIBIT A TO ASSIGNMENT OF TRADEMARKS ATTACHED HERETO.

B. Trademark Registration No.(s)

PLEASE SEE EXHIBIT A TO ASSIGNMENT OF TRADEMARKS ATTACHED HERETO.

Additional numbers attached? Yes No

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

Name: James E. Roberts, Esq.
Wendy's International, Inc.

Internal Address: 4288 W. Dublin-Granville Road
Dublin, Ohio 43017

Street Address: 4288 W. Dublin-Granville Road

City: Dublin State: Ohio ZIP: 43017

6. Total number of applications and registrations involved: 58

7. Total fee (37 CFR 3.41).....\$ 1465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E Roberts
Name of Person Signing

Signature

10/1/01
Date

Total number of pages including cover sheet, attachments, and document: 6

EXHIBIT A

to Assignment of Trademarks

Assignment from: Markdel, Inc.

Assignment to: Oldemark LLC

US REGISTRATIONS

| MARK | REG. NO. |
|---------------------------------------|-----------------|
| Wendy's & Design | 935,109 |
| Wendy's | 935,110 |
| Girl Design in Oval | 936,803 |
| Quality Is Our Recipe | 981,735 |
| Old Fashioned Hamburgers | 1,007,170 |
| Wendy's & Design | 1,023,958 |
| Hot N Juicy | 1,186,182 |
| Wendy's Has The Taste | 1,204,971 |
| Wendy's | 1,269,510 |
| Wendy's & Design | 1,269,515 |
| Wendy's & Design | 1,270,418 |
| Wendy's | 1,297,495 |
| Wendy's & Design | 1,310,481 |
| Choose Fresh Choose Wendy's | 1,398,099 |
| Where's The Beef | 1,410,896 |
| Where's The Beef | 1,414,006 |
| Wendy's & Design | 1,482,343 |
| Big Classic | 1,527,231 |
| The Best Burgers In The Business | 1,545,770 |
| SuperBar | 1,575,698 |
| Best Hamburgers And A Whole Lot More | 1,637,222 |
| Garden Spot | 1,639,320 |
| Biggie | 1,650,884 |
| Biggie | 1,809,435 |
| Big Bacon Classic | 1,810,966 |
| Dave's Deluxe | 1,945,610 |
| Create a Combo | 1,948,939 |
| Wendy's Ski Family Challenge & Design | 1,969,444 |
| Wendy's & Design | 2,052,943 |
| The Wendy's Classic & Design | 2,053,934 |
| Great Biggie | 2,075,049 |
| Biggie Size | 2,076,598 |
| Fresh Stuffed Pitas | 2,090,246 |
| Fresh Stuffed Pitas & Design | 2,144,676 |
| Classic Double | 2,147,698 |
| Classic Triple | 2,149,353 |
| Classic Single | 2,240,867 |
| Steakhouse Bacon Cheeseburger | 2,311,789 |
| Spicy and Design | 2,326,055 |
| Taste The Difference Fresh Makes | |

| | |
|---------------------------------------|------------------|
| Wendy's Service Excellence & Design | 2,345,290 |
| Wendy's Rules The Night | 2,345,404 |
| Dave's Biggie | 2,359,944 |
| Wendy's Service Excellence & Design | 2,361,938 |
| Wendy's | 2,387,927 |
| Wendy's | 2,391,721 |
| Wendy's | 2,415,636 |
| Cheddar Lovers | 2,441,330 |
| Wendy's | 2,445,979 |
| Wendy's | 2,448,898 |
| Wendy's | 2,456,914 |
| PENDING US APPLICATIONS | |
| MARK | APPL. NO. |
| Hamburger Bliss | 76/247,581 |
| Mozzarella Lovers' | 76/197,421 |
| Mozzarella Lovers' Bacon Cheeseburger | 78/009,155 |
| Super Value Menu | 76/283,400 |
| Wendys.com | 76/195,267 |
| Wendy's Kids' Meal | 76/105,577 |
| Wendy's Kids' Meal & Design | 76/105,769 |
| Wendy's Old Fashioned Combos | 76/283,553 |

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made and entered into to be effective as of 12:01 a.m., Eastern Daylight Time on October 1, 2001, by MARKDEL, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, having its principal place of business at 200 West Ninth Street Plaza, Box 2105, Wilmington, Delaware 19801 ("Markdel") to OLDEMARK LLC, a limited liability company duly organized and validly existing under the laws of the State of Vermont, having its principal place of business at 100 Bank Street, Suite 610B, Burlington, Vermont 05402 ("Oldemark");

WITNESSETH:

WHEREAS, Markdel has adopted and is using the trademarks, service marks and trade names described more fully in Exhibit A, attached hereto and incorporated herein by reference (the "Marks"), and has received Certificates of Registration for said Marks as set forth more fully in said Exhibit A (the "Mark Registrations"); and

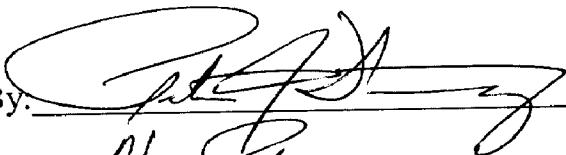
WHEREAS, Oldemark desires to acquire all right, title and interest and ownership in and to the Marks, Mark Registrations and all pending applications throughout the United States of America and its territories and possessions (the "USA");

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Markdel does hereby sell, grant, transfer, assign and convey to Oldemark, its legal representatives, successors and assigns, all of Markdel's right, title and interest and ownership in and to the Marks, Mark Registrations and all pending applications throughout the USA, together with the goodwill of the business symbolized by the Marks in such territories, including, without limitation, Markdel's right, title and interest and ownership in and to:

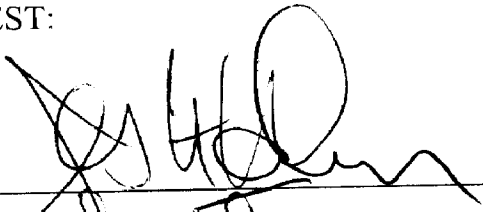
- (1) all renewals of the Mark Registrations for the Marks in the USA;
- (2) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Marks in the USA, including, without limitation, damages and payments for past or future infringements thereof; provided, however, that Markdel hereby retains its right to collect any income, royalties or payments attributable to period prior October 1, 2001;
- (3) the right to sue for past, present and future infringements of the Marks in the USA; and
- (4) all rights corresponding thereto throughout the USA, as fully and entirely as the same would have been held and enjoyed by Markdel had this assignment and sale not been made.

IN WITNESS WHEREOF, Markdel, through its duly authorized officer, has executed this instrument to be effective as of the day and year first hereinabove set forth.

MARKDEL, INC.

By: 
Title: V. Pres.

ATTEST:

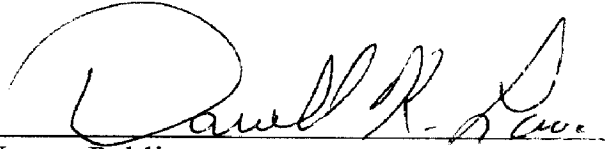
By: 
Title: Secretary

STATE OF DELAWARE)
COUNTY OF NEW CASTLE)

ss:

The foregoing Assignment of Trademarks was executed and acknowledged before me this 29TH day of AUGUST, 2001, by PETER J. WINNINGTON and JAMES F. HARTER, personally known to me to be the VICE PRES. and SECRETARY, respectively, of Markdel, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]



Notary Public

DARRELL K. LANE
NOTARY PUBLIC - DELAWARE
NEW CASTLE COUNTY
My Commission Expires Feb. 5, 2002

#15241