

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------------|
| Wendy's International, Inc. | | 05/15/2012 | CORPORATION: OHIO |
| Oldemark LLC | | 05/15/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Bank of America, N.A., as Administrative Agent |
| Street Address: | 101 N. Tryon Street |
| Internal Address: | Mail Code NC1-001-05-45 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255-0001 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 74

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 1857962 | 3 TOUR CHALLENGE |
| Registration Number: | 2353060 | 3 TOUR CHALLENGE |
| Registration Number: | 3179880 | ADOPTION FRIENDLY WORKPLACE A SIGNATURE PROGRAM OF THE DAVE THOMAS FOUNDATION FOR ADOPTION |
| Registration Number: | 3450411 | BACONATOR |
| Registration Number: | 1637222 | BEST HAMBURGERS AND A WHOLE LOT MORE |
| Registration Number: | 1809435 | BIG BACON CLASSIC |
| Registration Number: | 1650884 | BIGGIE |
| Registration Number: | 1398099 | CHOOSE FRESH CHOOSE WENDY'S |
| Registration Number: | 2144676 | CLASSIC DOUBLE |
| Registration Number: | 2149353 | CLASSIC SINGLE |
| Registration Number: | 2147698 | CLASSIC TRIPLE |

TRADEMARK

| | | |
|----------------------|---------|---|
| Registration Number: | 2695097 | DAVE THOMAS |
| Registration Number: | 2864062 | DAVE THOMAS |
| Registration Number: | 2777699 | DAVE THOMAS FOUNDATION FOR ADOPTION |
| Registration Number: | 3095550 | DO WHAT TASTES RIGHT. |
| Registration Number: | 3168474 | DON'T COMPROMISE. PERSONALIZE. |
| Registration Number: | 2784008 | EAT GREAT, EVEN LATE! |
| Registration Number: | 3224518 | FRESCATA |
| Registration Number: | 2961639 | GARDEN SENSATIONS |
| Registration Number: | 1639320 | GARDEN SPOT |
| Registration Number: | 936803 | |
| Registration Number: | 2053934 | GREAT BIGGIE |
| Registration Number: | 2699497 | HAMBURGER BLISS |
| Registration Number: | 1186182 | HOT N JUICY |
| Registration Number: | 3590843 | IT'S WAAAAY BETTER THAN FAST FOOD |
| Registration Number: | 3846465 | KIDS' MEAL |
| Registration Number: | 2650863 | MANDARIN CHICKEN |
| Registration Number: | 3514686 | MOM-RD |
| Registration Number: | 2517465 | MOZZARELLA LOVERS' BACON CHEESEBURGER |
| Registration Number: | 1007170 | OLD FASHIONED HAMBURGERS |
| Registration Number: | 3842950 | PAUSE. PLAY. TOGETHER. |
| Registration Number: | 3854804 | |
| Registration Number: | 2731415 | PEOPLE EXCELLENCE |
| Registration Number: | 981735 | QUALITY IS OUR RECIPE |
| Registration Number: | 4039637 | SABOR DE VERDAD |
| Registration Number: | 2930029 | SIZZLIN' SAUTÉ CHICKEN |
| Registration Number: | 2311789 | SPICY |
| Registration Number: | 3038718 | SUPER VALUE MENU |
| Registration Number: | 1575698 | SUPERBAR |
| Registration Number: | 2326055 | TASTE THE DIFFERENCE FRESH MAKES |
| Registration Number: | 3365536 | THAT'S RIGHT. |
| Registration Number: | 1545770 | THE BEST BURGERS IN THE BUSINESS |
| Registration Number: | 1269515 | WENDY'S |
| Registration Number: | 935109 | WENDY'S OLD FASHIONED HAMBURGERS |
| Registration Number: | 1270418 | WENDY'S OLD FASHIONED HAMBURGERS |
| Registration Number: | | WENDY'S OLD FASHIONED HAMBURGERS QUALITY IS OUR TRADEMARK |

| | | |
|----------------------|----------|--|
| | 1023958 | RECIPE |
| Registration Number: | 1310481 | WENDY'S QUALITY IS OUR RECIPE |
| Registration Number: | 1269510 | WENDY'S |
| Registration Number: | 935110 | WENDY'S |
| Registration Number: | 1297495 | WENDY'S |
| Registration Number: | 2448898 | WENDY'S |
| Registration Number: | 2456914 | WENDY'S |
| Registration Number: | 2391721 | WENDY'S |
| Registration Number: | 2387927 | WENDY'S |
| Registration Number: | 2415636 | WENDY'S |
| Registration Number: | 2445979 | WENDY'S |
| Registration Number: | 2588416 | WENDY'S BUCKS |
| Registration Number: | 1204971 | WENDY'S HAS THE TASTE |
| Registration Number: | 2829340 | WENDY'S OLD FASHIONED HAMBURGERS WENDY'S INTERNATIONAL FOUNDATION QUALITY IS OUR RECIPE |
| Registration Number: | 2501820 | WENDY'S KIDS' MEAL |
| Registration Number: | 2516898 | WENDY'S KIDS' MEAL |
| Registration Number: | 2708583 | WENDY'S OLD FASHIONED COMBOS |
| Registration Number: | 2345404 | WENDY'S RULES THE NIGHT |
| Registration Number: | 2345290 | WENDY'S SERVICE EXCELLENCE |
| Registration Number: | 2361938 | WENDY'S SERVICE EXCELLENCE |
| Registration Number: | 3025628 | WENDY'S WONDERFUL KIDS |
| Registration Number: | 2939184 | WENDY'S WORLD QUALITY IS OUR RECIPE WENDY'S OLD FASHIONED HAMBURGERS |
| Registration Number: | 2634301 | WENDYS.COM |
| Registration Number: | 2962825 | WENET |
| Registration Number: | 2035976 | WENVIEW |
| Registration Number: | 1410896 | WHERE'S THE BEEF |
| Registration Number: | 1414006 | WHERE'S THE BEEF |
| Registration Number: | 3784311 | YOU KNOW WHEN IT'S REAL. |
| Serial Number: | 85558430 | MORNIN' MELT |

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348

TRADEMARK
REEL: 004781 FRAME: 0964

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: | 205602 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 05/17/2012 |

Total Attachments: 11
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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):

Wendy's International, Inc.

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

Citizenship (see guidelines) US - OH

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 05/15/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Internal

Address: Mail Code NC1-001-05-45

Street Address: 101 N. Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Association Citizenship US - Fed
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

See Schedule I

B. Trademark Registration No.(s)

See 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: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

74

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

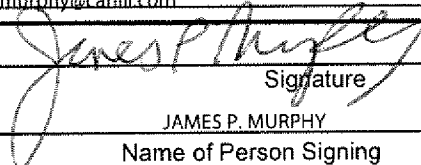
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature
 JAMES P. MURPHY
 Name of Person Signing

May 15, 2012

Date

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

11

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 1460, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Oldemark LLC
Delaware LLC
Citizenship – US - DE

Trademark Security Agreement

Trademark Security Agreement, dated as of May 15, 2012, by WENDY'S INTERNATIONAL, INC. and OLDEMARK LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (other than any intent-to-use trademark application to the extent and for so long as creation by a Pledgor of a security interest therein would result in the loss by such Pledgor of any material rights therein);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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. In the event that any

provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the non-contingent Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

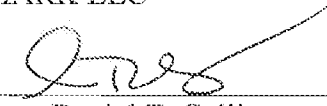
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WENDY'S INTERNATIONAL, INC.
OLDEMARK LLC

By: 
Name: Daniel T. Collins
Title: Senior Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Michelle Diggs

Name:

Title:

Michelle D. Diggs
Agency Management Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 004781 FRAME: 0971

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| Mark | Serial No. | Application Date | Registration No. | Registration Date | Owner | Class / Classes |
|--|-------------------|-------------------------|-------------------------|--------------------------|---|------------------------|
| 3 TOUR CHALLENGE | 74388276 | 5/5/1993 | 1,857,962 | 10/11/1994 | Wendy's International, Inc. | 41 |
| 3 TOUR CHALLENGE | 75399697 | 12/3/1997 | 2,353,060 | 5/30/2000 | Wendy's International, Inc. | 41 |
| ADOPTION FRIENDLY WORKPLACE, A SIGNATURE PROGRAM OF THE DAVE THOMAS FOUNDATION FOR ADOPTION (AND DESIGN) | 78667553 | 7/11/2005 | 3,179,880 | 12/5/2006 | Oldemark LLC | 35, 45 |
| BACONATOR | 77117951 | 2/28/2007 | 3,450,411 | 6/17/2008 | Oldemark LLC | 30 |
| BEST HAMBURGERS AND A WHOLE LOT MORE | 74049443 | 4/16/1990 | 1,637,222 | 3/5/1991 | Oldemark LLC (Still listed as Markdel, Inc.) | 42 |
| BIG BACON CLASSIC | 74369150 | 3/19/1993 | 1,809,435 | 12/7/1993 | Oldemark LLC | 30 |
| BIGGIE | 74011478 | 12/18/1989 | 1,650,884 | 7/16/1991 | Oldemark LLC (Still listed as Markdel, Inc.) | 29, 32 |
| CHOOSE FRESH CHOOSE WENDY'S | 73565001 | 10/25/1985 | 1,398,099 | 6/17/1986 | Oldemark LLC | 42 |
| CLASSIC DOUBLE | 75269200 | 4/4/1997 | 2,144,676 | 3/17/1998 | Oldemark LLC | 30 |
| CLASSIC SINGLE | 75269288 | 4/4/1997 | 2,149,353 | 4/7/1998 | Oldemark LLC | 30 |
| CLASSIC TRIPLE | 75269294 | 4/4/1997 | 2,147,698 | 3/31/1998 | Oldemark LLC | 30 |

| Mark | Serial No. | Application Date | Registration No. | Registration Date | Owner | Class / Classes |
|--|------------|------------------|------------------|-------------------|---|-----------------|
| DAVE THOMAS | 76351830 | 12/21/2001 | 2,695,097 | 3/11/2003 | Oldemark LLC | 42 |
| DAVE THOMAS | 76360468 | 1/18/2002 | 2,864,062 | 7/20/2004 | Oldemark LLC | 16, 35 |
| DAVE THOMAS FOUNDATION FOR ADOPTION (AND DESIGN) | 76470070 | 11/25/2002 | 2,777,699 | 10/28/2003 | Oldemark LLC | 45 |
| DO WHAT TASTES RIGHT. | 78645953 | 6/8/2005 | 3,095,550 | 5/23/2006 | Oldemark LLC | 43 |
| DON'T COMPROMISE. PERSONALIZE | 78776278 | 12/19/2005 | 3,168,474 | 11/7/2006 | Oldemark LLC | 43 |
| EAT GREAT, EVEN LATE! | 76463569 | 11/1/2002 | 2,784,008 | 11/18/2003 | Oldemark LLC | 16, 35, 42 |
| FRESCATA | 78785372 | 1/5/2006 | 3,224,518 | 4/3/2007 | Oldemark LLC | 30 |
| GARDEN SENSATIONS | 76322691 | 10/9/2001 | 2,961,639 | 6/14/2005 | Oldemark LLC | 29,35,42 |
| GARDEN SPOT | 74049444 | 4/16/1990 | 1,639,320 | 3/26/1991 | Oldemark LLC (Still listed as Markdel, Inc.) | 42 |
| MISCELLANEOUS DESIGN (GIRL DESIGN IN OVAL) | 72382866 | 2/4/1971 | 936,803 | 6/27/1972 | Oldemark LLC | 42 |
| GREAT BIGGIE | 74683646 | 6/2/1995 | 2,053,934 | 4/22/1997 | Oldemark LLC | 29 |
| HAMBURGER BLISS | 76247581 | 4/27/2001 | 2,699,497 | 3/25/2003 | Oldemark LLC | 42 |
| HOT N JUICY (STYLIZED) | 73166579 | 4/17/1978 | 1,186,182 | 1/12/1982 | Oldemark LLC (Still listed as Markdel, Inc.) | 42 |
| IT'S WAAAAY BETTER THAN FAST FOOD | 77541679 | 8/7/2008 | 3,590,843 | 3/17/2009 | Oldemark LLC | 43 |
| KIDS' MEAL (AND DESIGN) | 77855107 | 10/22/2009 | 3,846,465 | 9/7/2010 | Oldemark LLC | 43 |
| MANDARIN CHICKEN | 76322695 | 10/9/2001 | 2,650,863 | 11/12/2002 | Oldemark LLC | 29 |
| MOM-RD | 77066128 | 12/18/2006 | 3,514,686 | 10/14/2008 | Oldemark LLC | 44 |
| MOZZARELLA LOVERS, BACON CHEESEBURGER | 78009155 | 5/22/2000 | 2,517,465 | 12/11/2001 | Oldemark LLC | 30 |
| OLD FASHIONED HAMBURGERS | 72446395 | 1/19/1973 | 1,007,170 | 3/18/1975 | Oldemark LLC | 42 |

| Mark | Serial No. | Application Date | Registration No. | Registration Date | Owner | Class / Classes |
|---|------------|------------------|------------------|-------------------|--|-----------------|
| PAUSE. PLAY. TOGETHER. | 77835445 | 9/25/2009 | 3,842,950 | 8/31/2010 | Oldemark LLC | 43 |
| MISCELLANEOUS DESIGN (PAUSE. PLAY. TOGETHER. (AND DESIGN)) | 77835471 | 9/25/2009 | 3,854,804 | 9/28/2010 | Oldemark LLC | 43 |
| PEOPLE EXCELLENCE (AND DESIGN) | 76360450 | 1/18/2002 | 2,731,415 | 7/1/2003 | Oldemark LLC | 16,35 |
| QUALITY IS OUR RECIPE | 72446393 | 1/19/1973 | 981,735 | 4/2/1974 | Oldemark LLC | 42 |
| SABOR DE VERDAD | 85127236 | 9/10/2010 | 4,039,637 | 10/11/2011 | Oldemark LLC | 43 |
| SIZZLIN' SAUTÉ CHICKEN | 76465030 | 11/1/2002 | 2,930,029 | 3/8/2005 | Oldemark LLC | 30 |
| SPICY (AND DESIGN) | 75629277 | 1/28/1999 | 2,311,789 | 1/25/2000 | Oldemark LLC | 30, 42 |
| SUPER VALUE MENU | 76283400 | 7/11/2001 | 3,038,718 | 1/10/2006 | Oldemark LLC | 35, 42 |
| SUPERBAR | 73689435 | 10/8/1987 | 1,575,698 | 1/2/1990 | Oldemark LLC (Still listed as Markdel, Inc.) | 42 |
| TASTE THE DIFFERENCE FRESH MAKES | 75629056 | 1/28/1999 | 2,326,055 | 3/7/2000 | Oldemark LLC | 42 |
| THAT'S RIGHT. | 77210443 | 6/20/2007 | 3,365,536 | 1/8/2008 | Oldemark LLC | 43 |
| THE BEST BURGERS IN THE BUSINESS | 73712522 | 2/22/1988 | 1,545,770 | 6/27/1989 | Oldemark LLC | 42 |
| WENDY'S (AND DESIGN) | 73408601 | 1/10/1983 | 1,269,515 | 3/6/1984 | Oldemark LLC | 42 |
| WENDY'S OLD FASHIONED HAMBURGERS (AND DESIGN) | 72382863 | 2/4/1971 | 935,109 | 5/30/1972 | Oldemark LLC | 42 |
| WENDY'S OLD FASHIONED HAMBURGERS (AND DESIGN) | 73408679 | 1/10/1983 | 1,270,418 | 3/13/1984 | Oldemark LLC | 42 |
| WENDY'S OLD FASHIONED HAMBURGERS QUALITY IS OUR RECIPE (AND DESIGN) | 73036126 | 11/1/1974 | 1,023,958 | 10/28/1975 | Oldemark LLC | 42 |

| Mark | Serial No. | Application Date | Registration No. | Registration Date | Owner | Class / Classes |
|---|------------|------------------|------------------|-------------------|--------------|-------------------|
| WENDY'S QUALITY IS OUR RECIPE (AND DESIGN) | 73408681 | 1/10/1983 | 1,310,481 | 12/18/1984 | Oldemark LLC | 42 |
| WENDY'S (WAVE) | 73405855 | 12/13/1982 | 1,269,510 | 3/6/1984 | Oldemark LLC | 42 |
| WENDY'S (WORD) | 72382865 | 2/4/1971 | 935,110 | 5/30/1972 | Oldemark LLC | 42 |
| WENDY'S (WORD) | 73350227 | 2/16/1982 | 1,297,495 | 9/25/1984 | Oldemark LLC | 16,21,29,30,31,32 |
| WENDY'S (WORD) | 75853150 | 11/19/1999 | 2,448,898 | 5/8/2001 | Oldemark LLC | 28 |
| WENDY'S (WORD) | 75853151 | 11/19/1999 | 2,456,914 | 6/5/2001 | Oldemark LLC | 16 |
| WENDY'S (WORD) | 75854126 | 11/19/1999 | 2,391,721 | 10/3/2000 | Oldemark LLC | 18 |
| WENDY'S (WORD) | 75854127 | 11/19/1999 | 2,387,927 | 9/19/2000 | Oldemark LLC | 25 |
| WENDY'S (WORD) | 75854128 | 11/19/1999 | 2,415,636 | 12/26/2000 | Oldemark LLC | 21 |
| WENDY'S (WORD) | 75854129 | 11/19/1999 | 2,445,979 | 4/24/2001 | Oldemark LLC | 6, 20 |
| WENDY'S BUCKS | 76322694 | 10/9/2001 | 2,588,416 | 7/2/2002 | Oldemark LLC | 16 |
| WENDY'S HAS THE TASTE (AND DESIGN) | 73296900 | 2/12/1981 | 1,204,971 | 8/10/1982 | Oldemark LLC | 42 |
| WENDY'S OLD-FASHIONED HAMBURGERS, WENDY'S INTERNATIONAL FOUNDATION, QUALITY IS OUR RECEIPE (AND DESIGN) | 76454725 | 10/2/2002 | 2,829,340 | 4/6/2004 | Oldemark LLC | 36 |
| WENDY'S KIDS' MEAL | 76105577 | 8/8/2000 | 2,501,820 | 10/30/2001 | Oldemark LLC | 29, 30 |
| WENDY'S KIDS' MEAL (AND DESIGN) | 76105769 | 8/8/2000 | 2,516,898 | 12/11/2001 | Oldemark LLC | 42 |
| WENDY'S OLD FASHIONED COMBOS | 76283553 | 7/11/2001 | 2,708,583 | 4/22/2003 | Oldemark LLC | 16,30,35,42 |
| WENDY'S RULES THE NIGHT | 75719454 | 6/2/1999 | 2,345,404 | 4/25/2000 | Oldemark LLC | 42 |
| WENDY'S SERVICE EXCELLENCE (AND DESIGN) | 75698719 | 5/6/1999 | 2,345,290 | 4/25/2000 | Oldemark LLC | 25 |

| Mark | Serial No. | Application Date | Registration No. | Registration Date | Owner | Class / Classes |
|--|------------|------------------|------------------|-------------------|--------------|-------------------------------|
| WENDY'S SERVICE EXCELLENCE (AND DESIGN) | 75698720 | 5/6/1999 | 2,361,938 | 6/27/2000 | Oldemark LLC | 35 |
| WENDY'S WONDERFUL KIDS (AND DESIGN) | 76599065 | 6/22/2004 | 3,025,628 | 12/13/2005 | Oldemark LLC | 36, 45 |
| WENDY'S WORLD QUALITY IS OUR RECIPE, WENDY'S OLD-FASHIONED HAMBURGERS (AND DESIGN) | 76536665 | 7/7/2003 | 2,939,184 | 4/12/2005 | Oldemark LLC | 41 |
| WENDYS.COM | 76195267 | 1/18/2001 | 2,634,301 | 10/15/2002 | Oldemark LLC | 35 |
| WENET (STYLIZED) | 76534480 | 8/4/2003 | 2,962,825 | 6/21/2005 | Oldemark LLC | 43 |
| WENVIEW | 74568563 | 9/1/1994 | 2,035,976 | 2/4/1997 | Oldemark LLC | 9 |
| WHERE'S THE BEEF | 73475259 | 4/13/1984 | 1,410,896 | 9/23/1986 | Oldemark LLC | 42 |
| WHERE'S THE BEEF | 73475398 | 4/13/1984 | 1,414,006 | 10/21/1986 | Oldemark LLC | 9, 16, 20, 21, 24, 25, 26, 34 |
| YOU KNOW WHEN IT'S REAL. | 77831343 | 9/21/2009 | 3,784,311 | 5/4/2010 | Oldemark LLC | 43 |

Trademark Applications:

| Mark | Serial No. | Filing Date | Owner | Class |
|--------------|------------|---------------|--------------|-------|
| Mornin' Melt | 85558430 | March 2, 2012 | Oldemark LLC | 30 |