

11-24-1998



100907264

MRP 11.18.98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Effective Date  
Month Day Year

Change of Name

Other  Release

Conveying Party

Mark if additional names of conveying parties attached

Name  U.S. Bank of Washington, N.A. a/k/a U.S. Bank, N.A.  Execution Date  
Month Day Year 10/15/98

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name  Cinnabon, Inc.

DBA/AK/A/T/A

Composed of

Address (line 1)  936 North 34th Street

Address (line 2)

Address (line 3)  Seattle  Washington, USA  98104  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

11/24/1998 SSMITH 00000025 74419977

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 350.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1818 FRAME: 0186

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh

11/13/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s) or Registration Number(s)**

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**Trademark Application Number(s)**

**Registration Number(s)**

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2,095,424	2,098,432	2,095,422
2,042,923	2,029,844	<input type="text"/>
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SCHEDULE A TO RELEASE

<u>MARK</u>	<u>REGISTRATION NO. (APPLICATION NO.)</u>
CINNABON	1,424,169
CINNABON and Design	1,426,734
MAKARA	1,921,083
MOCHALATTA CHILL	1,657,550
PEAK-SEASON FRUIT FRESHLY SQUEEZED VAREVA JUICE and Design	1,964,593
RUBYMOON	1,791,795
RUBYMOON FRESH ROAST ALL ARABICA COFFEE and Design	1,802,224
VAREVA	1,921,121
CINNABON WORLD FAMOUS CINNAMON ROLLS and One-Swirl Design	2,056,372
CINNABON WORLD FAMOUS CINNAMON ROLLS and One-Swirl Design	2,095,424
CINNABON WORLD FAMOUS CINNAMON ROLLS and Three-Swirl Design	(74/419,977)
Design Only	2,098,432

<u>MARK</u>	<u>REGISTRATION NO.</u> <u>(APPLICATION NO.)</u>
Design Only	2,095,422
VAREVA JUICE and Design	2,042,923
WORLD FAMOUS CINNAMON ROLLS	2,029,844

RELEASE

(TRADEMARK)

*October* THIS RELEASE (TRADEMARK) is given as of this 15 day of ~~September~~, 1998 by U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION, <sup>U.S. BANK NATIONAL ASSOCIATION</sup> a national association ("Assignor"), to Cinnabon, Inc, a Delaware Corporation ("Assignee"), as follows:

WHEREAS, Assignor and Assignee entered into a Grant of Security Interest, dated as of November 22, 1996 (the "Security Agreement"), which was recorded in the United States Patent and Trademark Office on December 6, 1996 at Reel 1536, Frame 0951, pursuant to which Assignee granted to Assignor a security interest in the Marks (as defined in the Security Agreement) referred to in Schedule A thereto, and identified in Exhibit A to this Release, and all good will associated with the Marks to secure the prompt payment, performance and observance of the obligations and liabilities arising out of the Credit Agreement (as defined in the Security Agreement); and

WHEREAS, Assignee has fully paid, performed and observed its obligations and liabilities arising out of the Credit Agreement and Assignor desires to release its security interests in and liens upon the Collateral pledged pursuant to said Security Agreement, including, but not limited to, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and lien upon the Trademarks and reassigns any and all interest it may have in such Trademarks to Assignee, without representation or warranty.

