

4-9-02

04-09-2002

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings → → →

102048671

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

1. Name of conveying party(ies):

Carvel Corporation

4-9-02

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State (DE)☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **JPMorgan Chase Bank, as Administrative Agent**

Internal Address: _____

Street Address: **P.O. Box 2558**City: **Houston** State: **TX** ZIP: **77252**☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other **New York banking corporation**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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: **March 12, 2002**

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

A. Trademark Application No.(s)

76/286,676 ; 76/050,143 ; 75/663,270 ; 75/663,269 ; 75/606,571

B. Trademark Registration No.(s)

See Attached Continuation of Item FourAdditional numbers attached? ☒ Yes ☐ No

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

Name: **Robyn Rahbar, Esq.**Internal Address: **Simpson Thacher & Bartlett**Street Address: **425 Lexington Avenue**City: **New York** State: **NY** ZIP: **10017**6. Total number of applications and registrations involved: **74**7. Total fee (37 CFR 3.41): **\$1,865.00**☐ Enclosed☒ Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.

Name of Person Signing

Robyn Rahbar

Signature

4/8/02

Date

Total number of pages including cover sheet, attachments, and documents: **8**

04/09/2002 GT0N11 00000158 76286676

01 FC:481
02 FC:48240.00 DP
1825.00 DPMail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231**TRADEMARK**
REEL: 002475 FRAME: 0642

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration numbers(s):**

Reg. No.	Reg. No.	Reg. No.
621,412	965,716	1,306,261
716,227	970,876	1,321,053
716,302	970,889	1,321,586
722,911	972,509	1,321,592
723,983	1,158,601	1,321,593
729,798	1,162,955	1,321,595
733,405	1,163,965	1,323,941
737,303	1,165,726	1,334,929
737,304	1,165,727	1,339,811
738,025	1,175,385	1,341,212
745,447	1,175,520	1,341,214
745,452	1,178,370	1,342,998
746,299	1,178,372	1,346,557
747,930	1,232,361	1,349,837
751,383	1,235,075	1,379,376
762,815	1,235,076	1,891,257
779,180	1,235,077	1,892,720
787,994	1,235,078	2,109,457
817,878	1,235,544	2,264,542
834,068	1,235,545	2,276,742
839,969	1,235,546	2,302,111
844,700	1,243,995	2,330,452
949,961	1,304,427	2,469,488

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 7, 2002 is made by Carvel Corporation, a Delaware corporation (the "Borrower"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 29, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of November 29, 2001, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (as such term is defined in the Credit Agreement) and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings ascribed to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Credit Agreement) assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the

Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

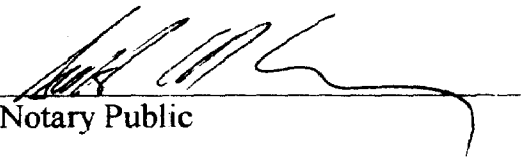
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the day and year first above written.

CARVEL CORPORATION

By: Steven V. Fellingham
Name: Steven V. Fellingham
Title: President

STATE OF Connecticut)
) ss Town of Farmington
COUNTY OF Hartford)

On the 12th day of March, 2002, before me personally came Steven V. Fellingham, who is personally known to me to be the President of Carvel Corporation, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademarks Registrations and Applications**

TRADEMARK	REG. NO./ APP. NO.
LOVE & LAUGHTER	76/286,676
WEDNESDAY IS SUNDAE	76/050,143
DREAMY CREAMY	2,469,488
CARVEL AND DESIGN	75/663,270
CARVEL AND DESIGN	75/663,269
FIZZLERS	75/606,571
SURPRISE SOMEONE SPECIAL TONIGHT	2,302,111
LIL' LOVE	2,264,542
GAME BALL	2,276,742
CHIPSTERS	2,109,457
CARVEL ICE CREAM BAKERY	2,330,452
EVERYTHING SHOULD BE MADE OF ICE CREAM	1,891,257
CARVEL SINFUL LOVE BAR	1,892,720
CARVEL AMERICA'S FRESHEST ICE CREAM AND DESIGN	1,349,837
DESIGN ONLY	1,339,811
DESIGN ONLY	1,334,929
DESIGN ONLY	1,321,595
DESIGN ONLY	1,321,593
DESIGN ONLY	1,321,592
DESIGN ONLY	1,321,586
DESIGN ONLY	1,323,941
DESIGN ONLY	1,304,427
SEUMAS THE LEPRECHAUN	1,346,557
BUNNY ROBERT	1,341,214
TOM THE TURKEY	1,341,212
BUNNY ROBIN	1,321,053
HUG ME THE BEAR	1,379,376

TRADEMARK	REG. NO./ APP. NO.
FUDGIE THE WHALE	1,342,998
COOKIE PUSS	1,306,261
SUNDAE CRUNCH	1,232,361
MORE SMILES PER GALLON	1,158,601
SUNDAE PUNCH	1,178,372
SUNDAE PICNIC	1,165,727
DELUXE SUNDAE DINNER	1,163,965
SUNDAE DINNER	1,165,726
TODAY IS SUNDAE	1,175,385
YOUR RIGHT DESSERT	1,162,955
CALL-A-KAKE AND DESIGN	1,175,520
HUG ME	1,178,370
DESIGN ONLY	1,235,078
DESIGN ONLY	1,235,077
DESIGN ONLY	1,235,546
DESIGN ONLY	1,235,076
DESIGN ONLY	1,235,545
DESIGN ONLY	1,235,075
DESIGN ONLY	1,235,544
DESIGN ONLY	1,243,995
THINNY-THIN	972,509
CHERRY BONNET	965,716
LO-YO AND DESIGN	970,889
BROWN BONNET	970,876
FLYING SAUCER AND DESIGN	949,961
CARVELOG	844,700
CARVEL AND DESIGN	839,969
CHERRY BONNET	834,068
CARVEL AND DESIGN	817,878
CARVEL	779,180
CARVEL AND DESIGN	787,994

TRADEMARK	REG. NO./ APP. NO.
CARVEL	738,025
DESIGN ONLY	737,304
CARVEL	737,303
CARVEL AND DESIGN	745,452
CARVEL CLAIR	746,299
CARVEL AND DESIGN	751,383
CARVEL AND DESIGN	762,815
DESIGN ONLY	745,447
CARVEL	733,405
BANANA BARGE	747,930
CARVEL	723,983
CARVEL	716,227
CARVEL	716,302
CARVEL	729,798
DESIGN ONLY	722,911
CARVEL FLYING SAUCER THEY'RE OUT OF THIS WORLD AND DESIGN	621,412
LOVE & LAUGHTER	76/286,676
DREAMY CREAMY	2,469,488
SUNDAE CRUNCH	1,232,361
DELUXE SUNDAE DINNER	1,163,965
SUNDAE DINNER	1,165,726
TODAY IS SUNDAE	1,175,385
CALL-A-KAKE AND DESIGN	1,175,520
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DESIGN ONLY	722,911

SIMPSON THACHER & BARTLETT

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DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2254

RRahbar@stblaw.com

BY EXPRESS MAIL

April 8, 2002

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of
JPMorgan Chase Bank, as Administrative Agent, covering 74 U.S. trademark registrations
and trademark applications.

Also completed and enclosed is form PTO-2038, authorizing credit card
payment in the amount of \$1,865 to cover the filing fee. Please return confirmation of this
filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Robyn Rahbar

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

LOS ANGELES

PALO ALTO

RECORDED: 04/09/2002

TRADEMARK
REEL: 002475 FRAME: 0650