

RE

01-14-2004



1 SHEET

U.S. DEPARTMENT OF
Patent and Trademark

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To the Honorable Commissioner of Patents and Trademarks 102645211

Attached original documents or copy thereof.

1. Name of conveying party(ies):
CARVEL CORPORATION

- Individual(s)
- General Partnership
- Corporation-State DE
- Other _____

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

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent

Internal Address: _____
Street Address: 222 North LaSalle Street, 17th Floor

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State DE
- Other _____

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 23, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)
- SEE THE ATTACHED -

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
Internal Add: 1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations 87

7. Total fee (37 CFR 3.41) \$ 2,190.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 2150.00 OP

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 of the original document.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

01/08/04

Date

Total number of pages including cover sheet, attachments, and 17

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

1-13-04

Mark		Registration/Application No.	Reg. Date	Status	Renewal Date
36 60 and Design	35	776,768	9/8/1964	Renewal due 9/8/04	9/8/2004
36 FLAVORS 60 VARIETIES and Design	42	752,704	7/9/1963	Renewal due 7/9/03	7/9/2003
BANANA BARGE	30	747,930	4/9/1963	Renewal due 4/9/03	4/9/2003
BANANA BARGE		78/315731		Awaiting Action.	
BROWN BONNET	30	970,876	10/16/1973	Renewal due 10/16/03	10/16/2003
BUNNY ROBERT (Stylized Letters)	30	1,341,214	6/11/1985	Renewal due 6/11/05	6/11/2005
BUNNY ROBIN (Block Letters)	30	1,321,053	2/19/1985	Renewal due 2/19/05	2/19/2005
CARVEL	30	716,227	5/30/1981	Renewal due 5/30/11	5/30/2011
CARVEL	21	716,302	6/6/1981	Renewal due 6/6/11	6/6/2011
CARVEL	42	723,983	11/14/1961	Renewal due 11/14/11	11/14/2011
CARVEL (Stylized)	32	729,798	4/10/1962	Renewal due 04/10/12	4/10/2012
CARVEL (Stylized)	42	737,303	9/4/1962	Renewal due 9/4/12	9/4/2012
CARVEL (Stylized)	42	738,025	9/18/1962	Renewal due 9/18/12	9/18/2012
CARVEL (Stylized)	3	779,180	10/27/1964	Renewal due 10/27/04	10/27/2004
CARVEL and Design	11	745,452	2/19/1963	Renewal due 2/19/03	2/19/2003
CARVEL and Design	30	751,383	6/18/1963	Renewal due 6/18/03	6/18/2003
CARVEL and Design	29, 30	762,815	1/7/1964	Renewal due 1/7/04	1/7/2004
CARVEL and Design	30, 32	817,878	11/1/1966	Renewal due 11/1/06	11/1/2006
CARVEL and Design	20	839,969	12/5/1967	Renewal due 12/5/07	12/5/2007
CARVEL and Design	29, 30, 32	2,510,923	11/20/2001	Sections 8 & 15 Affidavit possible 11/20/06 and due 11/20/07	11/20/2011

Mark	Registration/Application No.	Reg. Date	Status	Renewal Date	
CARVEL and Design	42	2,510,924	11/20/2001	Sections 8 & 15 Affidavit possible 11/20/06 and due 11/20/07	11/20/2011
CARVEL COLA (Stylized)	32	753,756	7/30/1963	Renewal due 7/30/03	7/30/2003
CARVEL CRUNCH	30	76/514, 670		Approved for Publication on 12/4/03	
CARVEL EXPRESS	43	76/514, 671		Response to Office Action Due 6/2/04	
CARVEL FLYING SAUCER THEY'RE OUT OF THIS WORLD and Design	30	621,412	2/14/1956	Renewal due 2/14/06	2/14/2006
CARVEL ICE CREAM BAKERY (Stylized)	30, 42	2,330,452	3/21/2000	Sections 8 & 15 Affidavit possible 3/21/05 and due 3/21/06	3/21/2010
CARVEL SINFUL LOVE BAR	30	1,892,720	5/2/1995	Renewal due 5/2/05	5/2/2005
CARVEL . . . AMERICA'S FRESHEST ICE CREAM and Design	30	1,349,837	7/16/1985	Renewal due 7/16/05	7/16/2005
CARVELANCHE	30	78/143,569		Statement of Use Filed 10/29/03.	
CARVELOG	30	844,700	2/20/1968	Renewal due 2/20/08	2/20/2008
CHERRY BONNET	30	834,068	8/22/1967	Renewal due 8/22/07	8/22/2007
CHERRY BONNET	30	965,716	8/7/1963	Renewal due 8/7/03	8/7/2003
CHIPSTERS	30	2,109,457	10/28/1997	Renewal due 10/28/07	10/28/2007
CLEAR PAK JR.	30	817,481	10/25/1966	Renewal due 10/25/06	10/25/2006
COOKIE PUSS	30	1,306,261	11/20/1984	Renewal due 11/20/04	11/20/2004
CREAMACCINO	30	78/177,908		Published 11/11/03.	

Mark		Registration/Application No.	Reg. Date	Status	Renewal Date
CREAMACCINO and Design	30	78/177,892		Statement of Use Filed 10/29/03.	
Design Only	30	787,994	4/6/1985	Renewal due 4/6/05	4/6/2005
Design Only	30	1,235,075	4/12/1983	Renewal due 4/12/03	4/12/2003
Design Only	30	1,235,546	4/19/1983	Renewal due 4/19/03	4/19/2003
Design Only Design Only (Cookie Puss) Supplemental Register	30	1,339,811	6/4/1985	Renewal due 6/4/05	6/4/2005
Design Only (Easter Rabbit) Supplemental Register	30	1,235,077	4/12/1983	Renewal due 4/12/03	4/12/2003
Design Only (Flower Pot) Supplemental Register	30	1,321,595	2/19/1985	Renewal due 2/19/05	2/19/2005
Design Only (Ice cream cone in pot)	42	737,304	9/4/1962	Renewal due 9/4/12	9/4/2012
Design Only (Leprechaun) Supplemental Register	30	1,304,427	11/6/1984	Renewal due 11/6/04	11/6/2004
Design Only (Menorah) Supplemental Register	30	1,321,593	2/19/1985	Renewal due 2/19/05	2/19/2005
Design Only (Oval cake w/flowers) Supplemental Register	30	1,235,078	4/12/1983	Renewal due 4/12/03	4/12/2003
Design Only (Panda Bear) Supplemental Register	30	1,235,076	4/12/1983	Renewal due 4/12/03	4/12/2003
Design Only (Pilgrim) Supplemental Register	30	1,243,995	6/28/1983	Renewal due 6/28/03	6/28/2003
Design Only (Rabbit) Supplemental Register	30	1,235,545	4/19/1983	Renewal due 4/19/03	4/19/2003

Mark		Registration/Application No.	Reg. Date	Status	Renewal Date
Design Only (Round cake with icing design) Supplemental Register	30	1,321,592	2/19/1985	Renewal due 2/19/05	2/19/2005
Design Only (Turkey) Supplemental Register	30	1,323,941	3/5/1985	Renewal due 3/5/05	3/5/2005
Design Only (Two Hearts) Supplemental Register	30	1,321,586	2/19/1985	Renewal due 2/19/05	2/19/2005
Design Only (Whale) Supplemental Register	30	1,235,544	4/19/1983	Renewal due 4/19/13	4/19/2013
Design Only (Witch) Supplemental Register	30	1,334,929	5/7/1985	Renewal due 5/7/05	5/7/2005
DREAMY CREAMY	30 and 35	2,469,488	7/17/2001	Renewal due Sections 8 & 15 Affidavit possible 7/17/06 and due 7/17/07	7/17/2011
DUGAN'S	30	781,496	12/8/1964	Renewal due 12/8/04	12/8/2004
DUGAN'S and Design	30	781,100	12/1/1964	Renewal due 12/1/04	12/1/2004
FIZZLERS	30	2,551,481	3/26/2002	Sections 8 & 15 Affidavit possible 3/26/07 and due 3/26/08	3/26/2012
FLYING SAUCER and Design	30	949,961	1/2/1973	Renewal due 1/2/13	1/2/2013
FUDGIE THE WHALE (Block Letters)	30	1,342,998	6/18/1985	Renewal due 6/18/05	6/18/2005
FUN-DO	43	78/301,462		Awaiting Action.	
GAME BALL	30	2,276,742	9/17/1999	Sections 8 & 15 Affidavits possible 9/17/04 and due 9/17/05	9/17/2009
H HUBIE HUBIE and Design	32	753,042	7/16/1963	Renewal due 7/16/03	7/16/2003

Mark		Registration/Application No.	Reg. Date	Status	Renewal Date
HUBIE H HUBIE and Design	29	749,475	5/14/1963	Renewal due 5/14/03	5/14/2003
HUBIE H HUBIE and Design	42	749,533	5/14/1963	Renewal due 5/14/03	5/14/2003
HUG ME THE BEAR (Stylized Letters)	30	1,379,376	1/21/1986	Renewal due 1/21/06	1/21/2006
				Second Renewal due	10/27/2004
INTRAVANCE	42	779,010	10/27/1964	10/27/04	
IT'S WHAT HAPPY TASTES LIKE	43	78/301,465		Awaiting Action.	
LIL' LOVE	30	2,264,542	7/27/1999	Section 8 & 15 Affidavit possible 7/27/04 and due 7/27/05	7/27/2009
LOLLAPALOOZA	30	76/494,625		Published 10/21/03.	
LOVE & LAUGHTER	30	2,555,920	4/2/2002	Sections 8 & 15 Affidavit possible 4/2/07 and due 4/2/08	4/2/2012
LO-YO and Design	29	970,889	10/16/1973	Renewal due 10/16/03	10/16/2003
SEUMAS THE LEPRECHAUN (Stylized)	30	1,346,557	7/2/1985	Renewal due 7/2/05	7/2/2005
SLICE'MMMS	30	76/534,707		Awaiting Action.	
SUNDAE CRUNCH	30	1,232,361	3/22/1983	Renewal due 3/22/03	3/22/2003
SUPER-PAK (Stylized Letters)	30	1,213,375	10/19/1982	Renewal due 10/19/12	10/19/2012
SURPRISE SOMEONE SPECIAL TONIGHT	30	2,302,111	12/21/1999	Sections 8 & 15 Affidavit possible 12/21/04 and due 12/21/05	12/21/2009
THINNY-THIN (Stylized)	29	972,509	11/6/1973	Renewal due 11/6/03	11/6/2003
TOM THE TURKEY (Stylized Letters)	30	1,341,212	6/11/1985	Renewal due 6/11/05	6/11/2005
TWICE CREAM	30	866,915	3/18/1969	Renewal due 3/18/09	3/18/2009
TWICE ON SUNDAE (Stylized)	30	784,533	2/2/1965	Renewal due 2/2/05	2/2/2005

Mark		Registration/Application No.	Reg. Date	Status	Renewal Date
TWIN HEART (Block Letters)	30	1,321,581	2/19/1985	Renewal due 2/19/05	2/19/2005
UPTOWN SMOOTHIES	32	78/315800		Awaiting Action.	
WEDNESDAY IS SUNDAE	30	2514557	12/4/2001	Section 8 & 15 Affidavit possible 12/4/06 and due 12/4/07	12/4/2011
WE'RE CREAMY. WE'RE CRUNCHY. WE'RE CARVEL	30,43	76/493,534		Approved for Publication 9/12/03	
WICKIE THE WITCH (Block Letters)	30	1,341,213	6/11/1985	Renewal due 6/11/05	6/11/2005

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of December 23, 2003 by **CARVEL CORPORATION**, a Delaware corporation (“**Grantor**”) in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for those certain financial institutions (“**Lenders**”) party to the Credit Agreement described below (“**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor and Grantee, among others, are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement dated as of the date hereof among Grantor, Grantee and Carvel Holding Corporation, a Delaware corporation (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Security Agreement.** The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future: (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

CARVEL CORPORATION,
a Delaware corporation

By: 
Name: Steve Romaniello
Title: President & Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Name: Jason Swanson
Title: Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

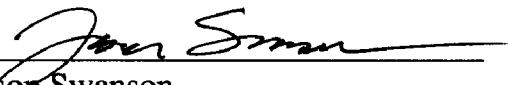
CARVEL CORPORATION,
a Delaware corporation

By: _____
Name: Steve Romaniello
Title: President & Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Jason Swanson
Title: Vice President

Schedule 1 To Trademark Security Agreement

rademark Security Agreement-Carvel

RECORDED: 01/13/2004

**TRADEMARK
REEL: 002893 FRAME: 0999**