

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/9)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF Patent and Trademark

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): **CARVEL CORPORATION**

- Individual(s)
- General Partnership
- Corporation-State **DE**
- 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: **November 4, 2004**

2. Name and address of receiving party(ies)

Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Agent

Internal Address:

Street Address : **222 North LaSalle Street**

City: **Chicago** State: **IL** Zip: **60601**

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

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

4. Application number(s) or trademark

A. Trademark Application No.(s) **PLEASE SEE ATTACHED**

B. Trademark Registration **PLEASE SEE ATTACHED**

Additional numbers attached? **NO**

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

Name:

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

Street Address:

City: State: ZIP

6. Total number of applications and registrations **11**

7. Total fee (37 CFR 3.41) \$ **290.00**

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

50-3155

(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 of the original document.

RAKHEE VERMA

Name of Person

Signature

NOVEMBER 19,

Date

5

Total number of pages including cover sheet, attachments, and

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

CHI \$290.00 503155 78389221

| Mark | Class | Registration Application No. | Reg. Date | Status | Renewal Date |
|--|-------|------------------------------|-----------|---------------------------------|--------------|
| FOCUS ON MAKING PEOPLE HAPPY! & Design | 35 | 78/389221 | | Filed 3/23/04 - Awaiting Action | |
| ON THE MOOVE | 30 | 78/464758 | | Pending - ITU filed 8/10/04 | |
| FUDGIE FANATICS | 43 | 78/443045 | | Pending - filed 6/29/04 | |
| Design of Bunny (cake mold) | 30 | 78/460415 | | Pending - filed 8/2/04 | |
| Design of Snowman (cake mold) | 30 | 78/460441 | | Pending - filed 8/2/04 | |
| Design of Bear (cake mold) | 30 | 78/460481 | | Pending - filed 8/2/04 | |
| Design of Turkey (cake mold) | 30 | 78/460498 | | Pending - filed 8/2/04 | |
| Design of Clown [Cookie Puss] (cake mold) | 30 | 78/460525 | | Pending - filed 8/2/04 | |
| Design of Whale [Fudgie the Whale] (cake mold) | 30 | 78/460574 | | Pending - filed 8/2/04 | |
| A TASTE OF CARVEL & Design | 30 | 78/461619 | | Pending - (ITU) filed 8/4/04 | |
| IT'S WHAT HAPPY TASTES LIKE | 30 | 78/464836 | | Pending - filed 8/10/04 | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of November 4, 2004 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"):

WITNESSETH

WHEREAS, Grantor and Grantee, among others, are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect 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 Amended and Restated Security Agreement of even date herewith by Grantor and Grantee, among others (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:

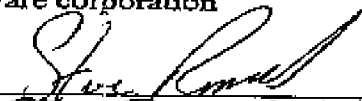
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(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 Romanello
Title: CEO + President

Schedule 1 To Trademark Security Agreement

Trademark Security Agreement-Carvel Corporation