

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinnabon, Inc.		07/13/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	78471038	APPLE MINIBON	
Serial Number:	78095775	CINNABON	
Serial Number:	78263967	CINNABON	
Serial Number:	78462528	TACOMA COFFEE	
Serial Number:	78401487	CINNABON	
Serial Number:	78471056	COOKIEBON	
Serial Number:	78315926	CINNAPRETZEL	
Serial Number:	78462505	TACOMA COFFEE	
Serial Number:	78447195	CARAMEL PECANBON	
Serial Number:	78401475	CINNABON	
Serial Number:	78296015	CARAMEL STICKYBON	
Serial Number:	78447234	CINNABON WORLD FAMOUS CINNAMON ROLLS	
Serial Number:	78424404	MOCHA LOCA	
Serial Number:	78424393	TROPICAL BLAST	

CH \$615.00 78471038

Serial Number:	78165483	CINNABON
Serial Number:	78341023	BON THE GO
Serial Number:	73061633	BIOBAN P-1487
Serial Number:	78471002	STRAWBERRY MINIBON
Serial Number:	78257702	CARAMELATTA
Serial Number:	78442581	COFFEELATTA CHILL
Serial Number:	78264471	CINNABON WORLD FAMOUS CINNAMON ROLLS
Serial Number:	78447250	CINNABON
Serial Number:	78286674	CINNAPOPPERS
Serial Number:	75291055	MINIBON DELIGHT

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1030 Fifteenth Street, NW, Suite 920

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/19/2005

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Cinnabon, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State WA
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 13, 2005

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch Business
Internal Financial Services, Inc.Street Address : 222 North LaSalle StreetCity: Chicago State: IL Zip: 60601☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation State _____☒ Other a division of a Delaware CorporationIf assignee is not domiciled in the United States, a domestrepresentative 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)

See Schedule attached hereto

B. Trademark Registration

See Schedule attached hereto

Additional numbers attached? Yes

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

Name: Terese M. SchollInternal Address: 16th FloorStreet Address: Katten Muchin Zavis Rosenman525 W. MonroeCity: Chicago Stat IL ZIP 60661

6. Total number of applications and
registrations

257. Total fee (37 CFR 3.41) \$ 640.00☐ 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

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 copy of the original document.*Terese M. Scholl

Name of Person



Signature

07/30/04

Date

Total number of pages including cover sheet, attachments, and 11

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

TRADEMARK
REEL: 003124 FRAME: 0159

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**") made as of July 13, 2005 by CINNABON, INC., a Washington 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 and lenders ("**Lenders**") party to the Credit Agreement described below ("**Grantee**"):

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as 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**") by and among Grantor, Focus Brands Inc., a Delaware corporation ("**Holdings**"), Carvel Corporation, a Delaware corporation ("**Carvel**"), Cinnabon International, Inc., a Delaware corporation ("**Cinnabon Holdings**"), (Grantor, Holdings, Cinnabon Holdings and Carvel, the "**Borrowers**" and each, individually, a "**Borrower**"), Grantee, and the Lenders from time to time party thereto, which Credit Agreement amends and restates that certain Amended and Restated Credit Agreement dated as of November 4, 2004 (the "**Existing Credit Agreement**", which Existing Credit Agreement amended and restated that certain Credit Agreement dated December 23, 2003), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Debtors; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Borrower Security Agreement dated as of November 4, 2004 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.

[Remainder of page intentionally left blank; signature page follows]

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

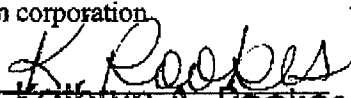
GRANTOR:

CINNABON, INC.,
a Washington corporation

By:

Name:

Title:


Kathryn A. Rookes
Vice President
Legal

Schedule 1 To Trademark Security Agreement

See Attached

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

CINNABON, INC.

Owner	Mark	Application No. and Date	Registration No. and Date	Status
Cinnabon, Inc.	APPLE MINIBON	78471038 08/20/04		PENDING
Cinnabon, Inc.	CINNABON	78095775 11/29/01		PUBLISHED
Cinnabon, Inc.	Cinnabon	78263967 06/18/03	2953486 05/17/05	REGISTERED
Cinnabon, Inc.	TACOMA COFFEE	78462528 08/05/04		PENDING
Cinnabon, Inc.	CINNABON	78401487 04/14/04		PUBLISHED
Cinnabon, Inc.	COOKIEBON	78471056 08/20/04		PENDING
Cinnabon, Inc.	CINNAPRETZEL	78315926 10/20/03	2946799 05/03/05	REGISTERED
Cinnabon, Inc.	TACOMA COFFEE	78462505 08/05/04		PENDING
Cinnabon, Inc.	CARAMEL PECANBON	78447195 07/07/04		PUBLISHED
Cinnabon, Inc.	CINNABON	78401475 04/14/04		PUBLISHED
Cinnabon, Inc.	CARAMEL STICKYBON	78296015 09/04/03		PUBLISHED

Owner	Mark	Application No. and Date	Registration No. and Date	Status
Cinnabon, Inc.	CINNABON WORLD FAMOUS CINNAMON ROLLS	78447234 07/07/04		PENDING
Cinnabon, Inc.	MOCHA LOCA	78424404 05/25/04		PENDING
Cinnabon, Inc.	TROPICAL BLAST	78424393 05/25/04		PUBLISHED
Cinnabon, Inc.	BON THE GO	78341023 12/15/03		PENDING
Cinnabon, Inc.	CINNABON	78165483 09/18/02		PUBLISHED
Angus Chemical Company	BIOBAN P 1487	73061633 08/28/75	1039477 05/18/1976	RENEWED
Cinnabon, Inc.	STRAWBERRY MINIBON	78471002 08/20/04		PENDING
Cinnabon, Inc.	CARAMEL ATTA	78257702 06/03/03		PENDING
Cinnabon, Inc.	COFFEELATTA CHILL	78442581 06/28/04		PENDING
Cinnabon, Inc.	CINNABON WORLD FAMOUS CINNAMON ROLLS	78264471 06/19/03		PENDING
Cinnabon, Inc.	CINNABON	78447250 07/07/04		PENDING
Cinnabon, Inc.	CINNAPOPPERS	78286674 08/13/03	2953570 5/17/05	REGISTERED
Cinnabon, Inc.	CINNABON	78095775		PUBLISHED

Owner	Mark	Application No. and Date	Registration No. and Date	Status
Cinnabon, Inc.	MINIBON DELIGHT	75291055 05/13/97	2259857 07/06/99	REGISTERED