

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
Carvel Corporation		07/13/2005	CORPORATION: DELAWARE
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: 11			
Property Type	Number	Word Mark	
Serial Number:	78531368	BROWN BONNET	
Serial Number:	78529825	CARVEL	
Serial Number:	78554424	COOKIE PUSS	
Serial Number:	78531343	COOKIE PUSS	
Serial Number:	78599832	ORANGE BREEZE	
Serial Number:	78554422	FUDGIE THE WHALE	
Serial Number:	78531401	NUTTY THE GHOST	
Serial Number:	78460481		
Serial Number:	78460441		
Serial Number:	78529860	FLYING SAUCER	
Serial Number:	78554410	CARVEL	
CORRESPONDENCE DATA			
Fax Number: (866)459-2899			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$290.00 78531368

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
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Signature:	/pja/
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Date:	07/20/2005
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Total Attachments: 7
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ 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 Street

City: Chicago State: IL Zip: 60601

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

X Other a division of a Delaware 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

4. Application number(s) or trademark

A. Trademark Application No.(s)
See Schedule attached hereto

B. Trademark Registration

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and
registrations

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

- ☐ 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

9

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. 20231TRADEMARK
REEL: 003124 FRAME: 0861

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**") made as of July 13, 2005 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 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**"), Cinnabon, Inc., a Washington corporation ("**Cinnabon**"), Cinnabon International, Inc., a Delaware corporation ("**Cinnabon Holdings**"), (Grantor, Holdings, Cinnabon Holdings and Cinnabon, 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:

CARVEL CORPORATION,
a Delaware corporation

By:

Name:

Title:


Kathryn A. Rookes
Vice President
Legal

Schedule 1 To Trademark Security Agreement

See Attached

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

CARVEL CORPORATION

Owner	Mark	Application No. and Date	Registration No. and Date	Status	Secured Party Assignee	Comments
Carvel Corporation	BROWN BONNET	78531368 12/13/04		PENDING		
Carvel Corporation	CARVEL	78529825 12/09/04		PENDING		
Carvel Corporation	COOKIE PUSS	78554424 01/26/05		PENDING		
Carvel Corporation	COOKIE PUSS	78531343 12/13/04		PENDING		
Carvel Corporation	ORANGE BREEZE	78599832 04/01/05		PENDING		
Carvel Corporation	FUDGIE THE WHALE	78554422 01/26/05		PENDING		
Carvel Corporation	NUTTY THE GHOST	78531401 12/13/04		PENDING		
Carvel Corporation	Design Only	78460481 08/02/04		PENDING		
Carvel Corporation	Design Only	78460441 08/02/04		PENDING		
Carvel Corporation	CARVEL	78554410 01/26/05		PENDING		
Carvel	FLYING SAUCER	78529860		PENDING		

Owner	Mark	Application No. and Date	Registration No. and Date	Status	Secured Party Assignee	Comments
Corporation		12/09/04				