

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dunkin' Donuts USA, Inc.		03/01/2006	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	78570248	BEST COFFEE IN AMERICA
Registration Number:	2521385	BOX O'JOE
Serial Number:	78650016	BOX O'JOE
Registration Number:	2042160	COFFEE COOLATTA
Registration Number:	2346521	COOLATTA
Registration Number:	2683550	COOLATTA
Serial Number:	78685323	DD ESPRESSO · LATTES · CAPPUCCINO ·
Serial Number:	78685317	DD
Serial Number:	78754878	
Registration Number:	1908610	DDU
Registration Number:	2727346	DUNKACCINO
Serial Number:	78514424	DUNKIN' BRANDS
Serial Number:	78490561	DUNKIN' BRANDS
Registration Number:	1550400	DUNKIN' CHUNKS

TRADEMARK

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Registration Number:	1337026	DUNKIN' DECAF
Registration Number:	2426015	DUNKIN' DELI
Serial Number:	78721986	DUNKIN' DELI
Registration Number:	748901	DUNKIN' DONUTS
Serial Number:	78754864	DUNKIN' DONUTS
Serial Number:	78754869	DUNKIN' DONU
Registration Number:	755690	DUNKIN DONUTS DUNKIE
Registration Number:	715860	DUNKIN' DONUTS
Registration Number:	2875212	DUNKIN' DONUTS CENTER
Registration Number:	888360	DUNKIN' DONUTS
Registration Number:	907303	DUNKIN' DONUTS
Registration Number:	976136	DUNKIN' DONUTS
Registration Number:	2751007	DUNKIN' DONUTS
Registration Number:	2748147	DUNKIN' DONUTS
Registration Number:	2751009	DUNKIN' DONUTS
Registration Number:	1159354	DUNKIN' DONUTS
Registration Number:	1148165	DUNKIN' DONUTS
Registration Number:	2751008	DUNKIN' DONUTS
Registration Number:	2465531	DUNKIN' DONUTS
Registration Number:	897088	DUNKIN' DONUTS
Registration Number:	1900646	DUNKIN' DONUTS UNIVERSITY QUALITY SERVICE CLEANLINESS EST. 1964
Registration Number:	1567400	DUNKINS
Serial Number:	78372572	DUNK'WICH
Serial Number:	78514386	[EATDRINKTHINK]
Serial Number:	78459758	EATDRINKTHINK
Registration Number:	2473752	ENJOY A SIP OF HEAVEN @ HOME
Serial Number:	78647833	FLAVOROLOGY
Serial Number:	78688246	FLAVOROLOGY
Registration Number:	2240882	FRUIT COOLATTA
Serial Number:	78573884	ICE LOUNGE
Registration Number:	2425218	IT'S WORTH THE TRIP
Registration Number:	2768004	JUST THE THING
Registration Number:	2798812	LEMONADE COOLATTA
Registration Number:	861158	LIVE A LITTLE!

Registration Number:	2538652	LOOSEN UP A LITTLE
Serial Number:	78237579	MIND YOUR MUNCHKINS
Registration Number:	2672062	MUNCHKINS
Registration Number:	2383923	OMWICH
Registration Number:	2626238	REGULAR REFILLS
Registration Number:	2243739	SOMETHING FRESH IS ALWAYS BREWIN' HERE
Serial Number:	78747403	SOMETHING FRESH IS ALWAYS BREWIN' HERE
Registration Number:	1501480	SOUPER SOUP
Registration Number:	2747378	THE GREAT ONE
Registration Number:	1512142	TIME TO MAKE THE DONUTS
Serial Number:	78685294	TURBO HOT
Serial Number:	78408154	TURBO ICE
Serial Number:	78647995	TURBO ICE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/0914
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	03/02/2006

Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 1, 2006 is made by Dunkin' Donuts USA, Inc., a Michigan corporation, located at 130 Royall Street, Canton, Massachusetts 02021 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 1, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dunkin' Brands Acquisition, Inc., a Delaware corporation ("DB Acquisition") (to be merged with and into Dunkin' Brands, Inc., the "Company"), and the Overseas Revolver Borrowers from time to time a party thereto (together with the Company, the "Borrowers"), Dunkin' Brands Holdings, Inc., a Delaware corporation ("Holdings"), Dunkin' Brands, Inc., a Delaware corporation, the Lenders, the Agent, Citigroup Global Markets Inc., Deutsche Bank Trust Company Americas, and Morgan Stanley Senior Funding, Inc., as Co-Documentation Agents, and Lehman Commercial Paper Inc., as Syndication 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 Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, DB Acquisition, Holdings, Dunkin' Brands, Inc., Obligor and certain other subsidiaries of Dunkin' Brands, Inc. have executed and delivered an Intellectual Property Security Agreement, dated as of March 1, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Intellectual Property Security Agreement, Obligor 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, Obligor 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 and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), 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 Obligor 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 Intellectual Property Security Agreement and is expressly subject to the terms and conditions thereof. The Intellectual Property Security 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. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Intellectual Property Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DUNKIN' DONUTS USA, INC.,

by 
Name: Kate Lavelle
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Lenders

by _____
Name:
Title:

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0795

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DUNKIN' DONUTS USA, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Lenders

by

Name:
Title:

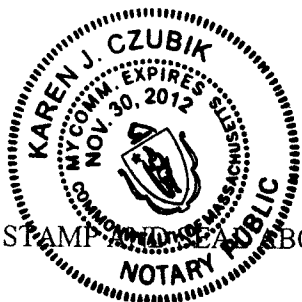

BARRY BERGMAN
MANAGING DIRECTOR

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0796

STATE OF *Massachusetts*)
COUNTY OF *Norfolk*) ss

On the 27 day of February, 2006, before me personally came Kate S. Lauelle, who is personally known to me to be the CFO of Dunkin' Donuts USA, Inc., a Michigan corporation; who, being duly sworn, did depose and say that she/he is the CFO 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.



(PLACE STAMP AND SEAL ABOVE)

Karen J. Zubik
Notary Public

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0797

ACKNOWLEDGMENT

STATE OF New York)
) ss
COUNTY OF Bronx)

On the 28th day of February 2006, before me personally came BARRY
BERGMAN, who is personally known to me to be the MANAGING DIRECTOR of
IPROTECH, a _____ corporation; who, being duly sworn, did depose and
say that she/he is the MANAGING DIRECTOR 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.

Raneshia Pitt
Notary Public

(PLACE STAMP AND SEAL ABOVE)

RANESHA PITT
Notary Public, State of New York
No. 01PI6046637
Qualified in Bronx County
Commission Expires August 14, 2006

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0798

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

<u>Trademark</u>	<u>Registration or Application Number</u>
BEST COFFEE IN AMERICA	78/570,248
BOX O'JOE	2,521,385
BOX O'JOE	78/650,016
COFFEE COOLATTA	2,042,160
COOLATTA	2,346,521
COOLATTA	2,683,550
DD Cup in Circle Logo	78/685,323
DD Cup Logo	78/685,317
DD Cup 2005 Logo	78/754,878
DDU	1,908,610
DUNKACCINO	2,727,346
DUNKIN' BRANDS (stylized)	78/514,424
DUNKIN' BRANDS	78/490,561
DUNKIN' CHUNKS	1,550,400
DUNKIN' DECAF	1,337,026
DUNKIN' DELI	2,426,015
DUNKIN' DELI	78/721,986
DUNKIN' DONUTS	748,901
DUNKIN' DONUTS and Cup 2005 Logo Version 1	78/754,864
DUNKIN' DONUTS and Cup 2005 Logo Version 2	78/754,869
DUNKIN' DONUTS & DUNKIE Design with black cup	755,690
DUNKIN' DONUTS & DUNKIE Design with white cup	715,860
DUNKIN' DONUTS CENTER	2,875,212
DUNKIN' DONUTS CIRCLE WITH CUP DEVICE (DARK)	888,360
DUNKIN' DONUTS CIRCLE WITH CUP DEVICE (DARK)	907,303
DUNKIN' DONUTS CIRCULAR DEVICE	976,136

DUNKIN' DONUTS (New Image Cup & Words in Black & White)	2,751,007
DUNKIN' DONUTS (New Image Cup in Black & White)	2,748,147
DUNKIN' DONUTS (New Image Cup in Color)	2,751,009
DUNKIN' DONUTS (New Image in Color)	1,159,354
DUNKIN' DONUTS (New Image in Color)	1,148,165
DUNKIN' DONUTS (New Image Logo and Cup in Color)	2,751,008
DUNKIN' DONUTS SCRIPT	2,465,531
DUNKIN' DONUTS STOREFRONT DEVICE	897,088
DUNKIN' DONUTS UNIVERSITY & DEVICE	1,900,646
DUNKINS STYLISED WORD	1,567,400
DUNK'WICH	78/372,572
[EATDRINKTHINK] stylized in color	78/514,386
EATDRINKTHINK	78/459,758
ENJOY A SIP OF HEAVEN @ HOME	2,473,752
FLAVOROLOGY	78/647,833
FLAVOROLOGY Logo	78/688,246
FRUIT COOLATTA	2,240,882
ICE LOUNGE	78/573,884
IT'S WORTH THE TRIP	2,425,218
JUST THE THING	2,768,004
LEMONADE COOLATTA	2,798,812
LIVE A LITTLE!	861,158
LOOSEN UP A LITTLE	2,538,652
MIND YOUR MUNCHKINS	78/237,579
MUNCHKINS	2,672,062
OMWICH	2,383,923
REGULAR REFILLS	2,626,238
SOMETHING FRESH IS ALWAYS BREWIN' HERE	2,243,739
SOMETHING FRESH IS ALWAYS BREWIN' HERE	78/747,403
SOUPER SOUP LOGO IN COLOUR	1,501,480
THE GREAT ONE	2,747,378
TIME TO MAKE THE DONUTS	1,512,142

TURBO HOT	78/685,294
TURBO ICE	78/408,154
TURBO ICE Logo	78/647,995