

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
Auntie Anne's, Inc.		04/15/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of Lancaster County, N.A.		
Street Address:	101 North Pointe Boulevard		
Internal Address:	North Pointe Banking Center		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17601-4133		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78818645		
CORRESPONDENCE DATA			
Fax Number:	(610)988-0828		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-478-2167		
Email:	tfd@stevenslee.com		
Correspondent Name:	Timothy F. Demers		
Address Line 1:	111 N. Sixth Street		
Address Line 4:	Reading, PENNSYLVANIA 19601		
ATTORNEY DOCKET NUMBER:	040100.00009		
NAME OF SUBMITTER:	Timothy F. Demers		
Signature:	/Tim Demers/		
Date:	04/28/2006		

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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated April 15, 2005 made by AUNTIE ANNE'S, INC., a Pennsylvania corporation having its principal place of business at 160-A Route 41, P.O. Box 529, Gap, Pennsylvania 17527 (the "**Grantor**"), in favor of Bank of Lancaster County, N.A., having its principal place of business at North Pointe Banking Center, 101 North Pointe Boulevard, Lancaster, Pennsylvania 17601-4133 (together with any successor thereto, the "**Grantee**").

Grantor and Grantee have entered into a certain Loan Agreement (Working Capital) dated as of April 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Loan Agreement or the Security Agreement referred to below.

In connection with the Loan Agreement, the Grantor and the Grantee entered into a Security Agreement (Working Capital) dated April 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto (the "**Trademark Collateral**").

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

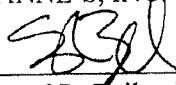
1. The Loan Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. To secure the Obligations, the Grantor grants to the Grantee a lien on and security interest in all of its right, title and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

AUNTIE ANNE'S, INC

By



Samuel R. Beiler, President

Acknowledged and agreed to as of
the date first above written:

BANK OF LANCASTER COUNTY, N.A.

By



Randall M. Johnston, Vice President

SCHEDULE "A"

Trademark

Registered Owner

Serial Number

Checkerboard with Border
DESIGN ONLY

Auntie Anne's, Inc.

78818645