

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
Togo's Eateries, Inc.		05/26/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Togo's Franchised Eateries LLC		
Street Address:	130 Royall Street		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3032350	ENDLESS COMBINATIONS	
Registration Number:	2263286	TOGO'S	
Registration Number:	2431672	TOGO'S	
Registration Number:	1264395	TOGO'S	
Registration Number:	2429998	TOGO'S GREAT SANDWICHES	
Registration Number:	2429999	TOGO'S GREAT SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	(202)887-0689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	parsonse@dsmo.com		
Correspondent Name:	Elizabeth Parsons		
Address Line 1:	2101 L Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	D1383.0000		

OP \$165.00 3032350

NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/Elizabeth Parsons/
Date:	05/26/2006
Total Attachments: 5 source=15.1.5. Security in Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page1.tif source=15.1.5. Security in Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page2.tif source=15.1.5. Security in Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page3.tif source=15.1.5. Security in Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page4.tif source=15.1.5. Security in Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page5.tif	

TOGO'S EATERIES, INC.

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of May 26, 2006, made by TOGO'S EATERIES, INC., a California corporation ("Grantor"), in favor of TOGO'S FRANCHISED EATERIES LLC, a Delaware limited liability company ("Secured Party").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, pursuant to the Togo's Eateries Contribution Agreement, dated as of the date hereof, among the Grantor, the Secured Party and Dunkin' Brands, Inc. (the "Agreement"), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property defined in the Agreement as the Contributed Togo's Eateries IP, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 2.8 of the Agreement, Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement;

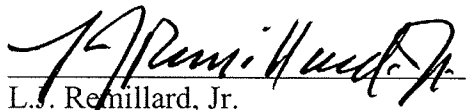
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a continuing security interest in, and lien on, the Trademark Collateral, in each case, now existing or hereafter acquired.

The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

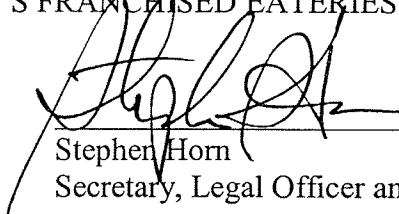
Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

TOGO'S EATERIES, INC.

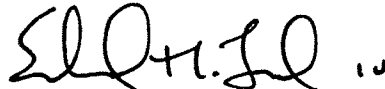
By: 
Name: L.S. Remillard, Jr.
Title: Managing Counsel & Assistant Secretary

TOGO'S FRANCHISED EATERIES LLC

By: 
Name: Stephen Horn
Title: Secretary, Legal Officer and General Counsel

COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF NORFOLK)

On the 16 day of May, 2006, before me the undersigned, personally appeared L.S. REMILLARD, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



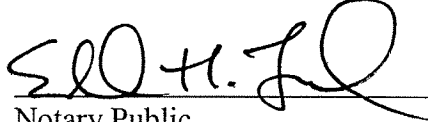
Notary Public




EDWARD H. TOWNSEND, IV
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 29, 2011

COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF NORFOLK)

On the 16 day of May, 2006, before me the undersigned, personally appeared STEPHEN HOEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

 EDWARD H. TOWNSEND, IV
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 29, 2011

Schedule 1
Togo's Eateries, Inc. Trademark Collateral

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	ENDLESS COMBINATIONS	78/545417	11-Jan-05	3032350	20-Dec-05
United States of America	TOGO'S	75/552961	14-Sep-98	2263286	20-Jul-99
United States of America	TOGO'S	76/009392	24-Mar-00	2431672	27-Feb-01
United States of America	TOGO'S (DEVICE)	73/357251	29-Mar-82	1264395	17-Jan-84
United States of America	TOGO'S GREAT SANDWICHES (B&W Logo-Positive Form)	76/009391	24-Mar-00	2429998	20-Feb-01
United States of America	TOGO'S GREAT SANDWICHES (Color Logo-Positive Form)	76/009393	24-Mar-00	2429999	20-Feb-01