

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mister Donut of America LLC		05/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DD IP Holder LLC
Street Address:	130 Royall Street
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1084144	MISTER DONUT
Registration Number:	2362262	MISTER DONUT
Registration Number:	833808	MISTER DONUT
Registration Number:	2366396	MISTER DONUT
Registration Number:	1084143	MISTER DONUT
Registration Number:	858691	
Registration Number:	859016	
Registration Number:	1120124	

CORRESPONDENCE DATA

Fax Number: (202)887-0689
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: parsonse@dsmo.com
 Correspondent Name: Elizabeth Parsons
 Address Line 1: 2101 L Street, NW

OP \$215.00 1084144

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	D1383.0000
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/Elizabeth Parsons/
Date:	05/26/2006

Total Attachments: 5

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MISTER DONUT OF AMERICA LLC

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of May 26, 2006, by and between MISTER DONUT OF AMERICA LLC, a Delaware limited liability company (“Mister Donut”), and DD IP HOLDER LLC, a Delaware limited liability company (the “Donut IP Holder”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Mister Donut Contribution Agreement among the Parties, Baskin-Robbins LLC, DB Real Estate Assets I LLC, DB Real Estate Assets II LLC and Dunkin’ Brands, Inc. of even date herewith (the “Agreement”), Mister Donut has assigned all right, title and interest in the Contributed Mister Donut IP (as defined therein) throughout the world, including any and all trademarks and trademark applications listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the “Trademarks”); and

WHEREAS, pursuant to the Agreement, the Donut IP Holder has acquired all right, title and interest in and to the Contributed Mister Donut IP, including the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office and all applicable foreign intellectual property offices; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

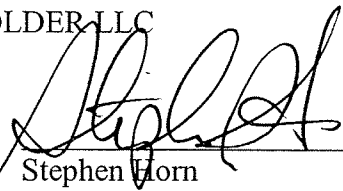
1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Mister Donut hereby assigns to the Donut IP Holder all of Mister Donut’s right, title and interest in and to the Trademarks including all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.
2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.
3. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties’ rights and interests in the Contributed Mister Donut IP.

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

MISTER DONUT OF AMERICA LLC

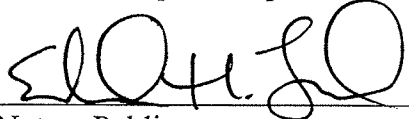
By: 
Name: L.J. Remillard, Jr.
Title: Managing Counsel & Assistant Secretary
Address: 130 Royall Street
Canton, MA 02021

DD IP HOLDER LLC

By: 
Name: Stephen Horn
Title: Secretary, Legal Officer and General Counsel
Address: P.O. Box 9141
Canton, MA 02021

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

On the 16 day of May, 2006, before me the undersigned, personally appeared L.J. 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 HORN, 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.

Edward H. Townsend, IV
Notary Public



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

Schedule 1
Mister Donut Trademarks

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	MISTER DONUT	73/123034	18-Apr-77	1084144	31-Jan-78
United States of America	MISTER DONUT	75/784584	25-Aug-99	2362262	27-Jun-00
United States of America	MISTER DONUT & CHEF DEVICE	72/250169	13-Jul-66	833808	15-Aug-67
United States of America	MISTER DONUT (STYLISED WORDS)	75/785648	25-Aug-99	2366396	11-Jul-00
United States of America	MISTER DONUT (STYLISED WORDS)	73/123032	18-Apr-77	1084143	31-Jan-78
United States of America	ONE EYED CHEF DEVICE	72/274820	26-Jun-67	858691	15-Oct-68
United States of America	ONE EYED CHEF DEVICE	72/274821	26-Jun-67	859016	22-Oct-68
United States of America	ONE EYED CHEF DEVICE	73/173093	5-Jun-78	1120124	12-Jun-79