

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
Baskin-Robbins Flavors LLC		05/26/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BR 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: 1			
Property Type	Number	Word Mark	
Registration Number:	1424127	FLAVOR FORCES	
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		
NAME OF SUBMITTER:	Elizabeth Parsons		
Signature:	/Elizabeth Parsons/		
Date:	05/26/2006		

OP \$40.00 1424127

Total Attachments: 5

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BASKIN-ROBBINS FLAVORS LLC

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of May 26, 2006, by and between BASKIN-ROBBINS FLAVORS LLC, a Delaware limited liability company (“BR Flavors”), and BR IP HOLDER LLC, a Delaware limited liability company (the “Ice Cream IP Holder”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the BR Flavors Contribution Agreement among the Parties, Baskin-Robbins International LLC and Dunkin’ Brands, Inc. of even date herewith (the “Agreement”), BR Flavors has assigned all right, title and interest in the Contributed BR Flavors 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 Ice Cream IP Holder has acquired all right, title and interest in and to the Contributed BR Flavors 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, BR Flavors hereby assigns to the Ice Cream IP Holder all of BR Flavors’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.

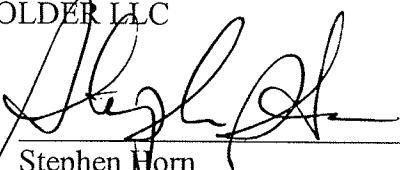
4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties’ rights and interests in the Contributed BR Flavors IP.

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

BASKIN-ROBBINS FLAVORS LLC

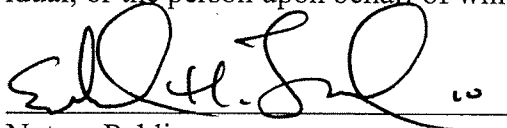
By: 
Name: L.J. Remillard, Jr.
Title: Managing Counsel & Assistant Secretary
Address: 130 Royall Street
Canton, MA 02021

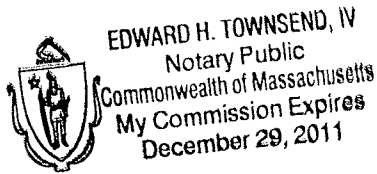
BR IP HOLDER LLC

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 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.


Notary Public



Schedule 1
BR Flavors Trademarks

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	FLAVOR FORCES DEVICE	73/531088	8-Apr-85	1424127	6-Jan-87