

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
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=14.1.5. Assignment of Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page1.tif source=14.1.5. Assignment of Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page2.tif source=14.1.5. Assignment of Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page3.tif source=14.1.5. Assignment of Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page4.tif source=14.1.5. Assignment of Trademarks from Togo's Eateries to Togo's Franchised Eateries LLC#page5.tif	

TOGO'S EATERIES, INC.

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of May 26, 2006, by and between TOGO'S EATERIES, INC., a California corporation ("Togo's Eateries"), and TOGO'S FRANCHISED EATERIES LLC, a Delaware limited liability company ("Togo's Franchised Eateries") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Togo's Eateries Contribution Agreement among the Parties and Dunkin' Brands, Inc. of even date herewith (the "Agreement"), Togo's Eateries has assigned all right, title and interest in the Contributed Togo's Eateries 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, Togo's Franchised Eateries has acquired all right, title and interest in and to the Contributed Togo's Eateries 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, Togo's Eateries hereby assigns to Togo's Franchised Eateries all of Togo's Eateries' 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.

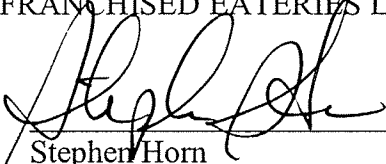
4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests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

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

TOGO'S EATERIES, INC.

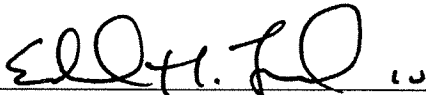
By: 
Name: I.J. Remillard, Jr.
Title: Managing Counsel & Assistant Secretary
Address: 18 N. San Pedro Street, 2nd Floor
San Jose, CA 95110

TOGO'S FRANCHISED EATERIES 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. 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



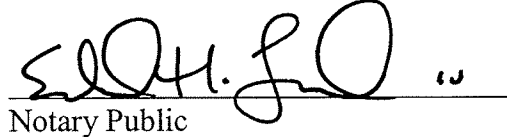
EDWARD H. TOWNSEND, IV
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 29, 2011

COMMONWEALTH OF MASSACHUSETTS)

: ss.:

COUNTY OF NORFOLK)

On the 16 day of May, 2006, before me the undersigned, personally appeared Stephen 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



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

Schedule 1
Togo's Eateries Trademarks

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