

**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
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*

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”), dated as of May 26, 2006, made by MISTER DONUT OF AMERICA LLC, a Delaware limited liability company (“Grantor”), in favor of DD IP HOLDER 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 Mister Donut Contribution Agreement, dated as of the date hereof, among the Grantor, the Secured Party, Baskin-Robbins LLC, DB Real Estate Assets I LLC, DB Real Estate Assets II LLC 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 Mister Donut 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.

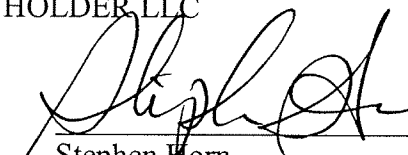
Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreement.

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

MISTER DONUT OF AMERICA LLC

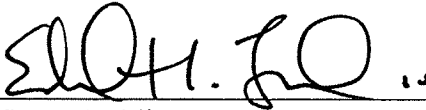
By:   
Name: L. Remillard, Jr.  
Title: Managing Counsel & Assistant Secretary

DD IP HOLDER 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. 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.

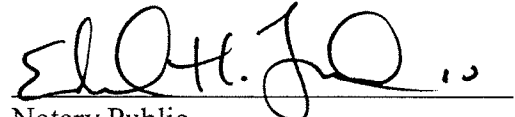
  
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Notary Public




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 ALAN 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**  
**Mister Donut of America LLC Trademark Collateral**

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