

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carvel Corporation		11/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3135817	FLYING SAUCER
Registration Number:	1379376	HUG ME THE BEAR
Serial Number:	78827518	CARVEL SORBET ICE
Serial Number:	78739517	DASHERS
Serial Number:	78945878	
Serial Number:	78945877	
Serial Number:	78733677	MOTHER EARTH

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten Muchin
 Address Line 1: 525 W Monroe Street

CH \$190.00 3135817

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 215434-165

NAME OF SUBMITTER: Kristin Brozovic

Signature: /Kristin Brozovic/

Date: 11/17/2006

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of November 17, 2006 by **CARVEL CORPORATION**, a Delaware corporation (“**Grantor**”) in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for those certain financial institutions and lenders (“**Lenders**”) party to the Credit Agreement described below (“**Grantee**”):

WITNESSETH

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of even date herewith, (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”) by and among Focus Brands Inc., a Delaware corporation (“**Borrower**”), Grantee, and the Lenders from time to time party thereto, which Credit Agreement amends and restates that certain Amended and Restated Credit Agreement dated as of July 13, 2005 by and among Borrower, Grantor, Cinnabon, Inc., a Washington corporation (“**Cinnabon**”), Cinnabon International, Inc., a Delaware corporation (“**Cinnabon Holdings**”) and Agent (the “**Existing Credit Agreement**”), which Existing Credit Agreement amended and restated that certain Amended and Restated Credit Agreement dated as of November 4, 2004 by and among Borrower, Carvel, Cinnabon Holdings, Cinnabon and Agent, which amended and restated that certain Credit Agreement dated December 23, 2003 by and among Borrower, Carvel and Agent, the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Borrower; and

WHEREAS, Grantor is an indirect subsidiary of Borrower and as such will derive substantial benefit and advantage from the financial accommodations made available to Borrower as set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor’s direct interest and economic benefit to assist the Borrower in procuring such financial accommodations from the Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof by Grantor and Grantee, among others (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future: (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

CARVEL CORPORATION, a Delaware corporation

By: 

Name: Steve Romaniello

Title: Chief Executive Officer

Schedule 1 To Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
FLYING SAUCER	3135817	08/29/2006
Hug Me the Bear	1379376	01/21/1986

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
CARVEL SORBET ICE	78/827518	03/02/2006
DASHERS & DESIGN	78/739517	10/24/05
MISCELLANEOUS DESIGN (ICE CREAM CONE)	78/945878	08/06/2006
MISCELLANEOUS DESIGN (NUTTY THE GHOST)	78/945877	08/06/2006
MOTHER EARTH	78/733677	10/14/2005