

**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          |
|---------------------------|----------|----------------|----------------------|
| COLD STONE CREAMERY, INC. |          | 11/30/2006     | CORPORATION: ARIZONA |

**RECEIVING PARTY DATA**

|                   |                               |
|-------------------|-------------------------------|
| Name:             | BANK OF ARIZONA, N.A.         |
| Street Address:   | 2398 E Camelback Road         |
| Internal Address: | Suite 535                     |
| City:             | Phoenix                       |
| State/Country:    | ARIZONA                       |
| Postal Code:      | 85016                         |
| Entity Type:      | National Banking Association: |

**PROPERTY NUMBERS Total: 15**

| Property Type        | Number   | Word Mark           |
|----------------------|----------|---------------------|
| Serial Number:       | 78554803 | COLD STONE CREAMERY |
| Serial Number:       | 78513362 | COLD STONE CREAMERY |
| Registration Number: | 1968506  | COLD STONE CREAMERY |
| Registration Number: | 2542783  | COLD STONE CREAMERY |
| Registration Number: | 2691919  | COLD STONE          |
| Registration Number: | 2779566  | COLD STONE CREAMERY |
| Registration Number: | 2779567  | COLD STONE CREAMERY |
| Registration Number: | 2779564  | COLD STONE CREAMERY |
| Registration Number: | 2779565  | COLD STONE CREAMERY |
| Registration Number: | 2779569  | COLD STONE CREAMERY |
| Registration Number: | 2779568  | COLD STONE CREAMERY |
| Registration Number: | 2779570  | COLD STONE CREAMERY |
| Registration Number: | 2877683  |                     |

CH \$390.00 78554803

|                      |         |                     |
|----------------------|---------|---------------------|
| Registration Number: | 2993039 |                     |
| Registration Number: | 3103205 | COLD STONE CREAMERY |

**CORRESPONDENCE DATA**

Fax Number: (602)229-5690  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 602-229-5228  
Email: noehler@quarles.com  
Correspondent Name: Heather L. Buchta, Esq.  
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Address Line 2: One Renaissance Square  
Address Line 4: Phoenix, ARIZONA 85004-2391

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 140778.00002        |
| NAME OF SUBMITTER:      | Heather L. Buchta   |
| Signature:              | /Heather L. Buchta/ |
| Date:                   | 01/04/2007          |

**Total Attachments: 34**

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## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of November 30, 2006 by and between COLD STONE CREAMERY, INC., an Arizona corporation (the "Debtor"), and BANK OF ARIZONA, N.A., a national banking association (the "Secured Party").

### PRELIMINARY STATEMENT

The Debtor and the Secured Party are entering into a Credit Agreement dated as of November 30, 2006 (as it may be amended or modified from time to time, the "Credit Agreement"). The Debtor is entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Secured Party to enter into and extend credit to the Debtor under the Credit Agreement.

ACCORDINGLY, the Debtor and the Secured Party hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in Arizona Uniform Commercial Code. Terms defined in the Arizona UCC which are not otherwise defined in this Security Agreement are used herein as defined in the Arizona UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Arizona UCC" means the Arizona Uniform Commercial Code *as in effect from time to time*.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits, and Other Collateral, wherever located, in which the Debtor now has or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof,

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Arizona UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Documents" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the Arizona UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Instruments" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Secured Party in connection with the preparation, administration, collection or enforcement thereof), of the Debtor to the Secured Party or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Credit Agreement and any promissory note or notes now or hereafter issued under the Credit Agreement.

"Other Collateral" means any property of the Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Debtor other than real estate.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which the Debtor may from time to time designate as pledged to the Secured Party as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral, including, without limitation,

all payments and rights to receive payments from franchisees, including, without limitation, franchisee payments for royalties, advertising payments and rent payments.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means the Obligations and Swap Obligations entered into with the Secured Party or an Affiliate.

"Security" has the meaning set forth in Article 8 of the Arizona UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Swap Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Debtor and the Secured Party or an Affiliate thereof which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"Swap Obligations" means any and all obligations of the Debtor, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Swap Transactions, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Transactions.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II

### GRANT OF SECURITY INTEREST

The Debtor hereby pledges, assigns and grants to the Secured Party and (to the extent specifically provided herein) any Affiliate, a security interest in all of the Debtor's right, title and

interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Secured Party that:

3.1 Title, Authorization, Validity and Enforceability. The Debtor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Secured Party the security interest in such Collateral pursuant hereto. The execution and delivery by the Debtor of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Debtor and creates a security interest which is enforceable against the Debtor in all now owned and hereafter acquired Collateral.

3.2 Conflicting Laws and Contracts. Neither the execution and delivery by the Debtor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Debtor or the Debtor's articles or certificate of incorporation or by-laws the provisions of any indenture, instrument or agreement to which the Debtor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Secured Party).

3.3 Type and Jurisdiction of Organization. The Debtor is a corporation organized under the laws of the State of Arizona.

3.4 Principal Location. The Debtor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit "A"; the Debtor has no other places of business except those set forth in Exhibit "A".

3.5 Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". None of said locations are owned by the Debtor, are leased by the Debtor as lessee and are designated in Part B of Exhibit "A".

3.6 No Other Names. The Debtor has not conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in the Debtor's organizational documents, as amended, as filed with the Debtor's jurisdiction of organization.

3.7 No Default. No Default or Unmatured Default exists.

3.8 Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Secured Party by the Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.9 Filing Requirements. Secured Party retains the right to require Debtor to provide a list of the Equipment that is covered by any certificate of title, and to cause Secured Party's security interest to be reflected therein. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by the Debtor and described in Exhibit "B".

3.10 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Debtor as debtor has been filed in any jurisdiction except financing statements naming the Secured Party as the secured party.

3.11 Federal Employer Identification Number. The Debtor's Federal employer identification number is 86-0709588.

3.12 State Organization Number. If the Debtor is a registered organization, the Debtor's State organization number is 0240102-4.

3.13 Pledged Securities and Other Investment Property. Exhibit "C" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Secured Party other than stock of the Debtor. The Debtor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "C" as being owned by it, free and clear of any Liens, except for the security interest granted to the Secured Party hereunder. The Debtor further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property that are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable, and (ii) with respect to any certificates delivered to the Secured Party representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Debtor has so informed the Secured Party so that the Secured Party may take steps to perfect its security interest therein as a General Intangible.



## ARTICLE IV

### COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

#### 4.1 General.

4.1.1 Inspection. The Debtor will permit the Secured Party, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Debtor relating to the Collateral, and (iii) to discuss the Collateral and the related records of the Debtor with, and to be advised as to the same by, the Debtor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Secured Party may determine on at least one Banking Day notice to Debtor, and all at the Debtor's expense.

4.1.2 Taxes. The Debtor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.1.3 Records and Reports; Notification of Default. The Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Secured Party such reports relating to the Collateral as the Secured Party shall from time to time request. The Debtor will give prompt notice in writing to the Secured Party of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4 Financing Statements and Other Actions; Defense of Title. The Debtor hereby authorizes the Secured Party to file, and if requested will execute and deliver to the Secured Party, all financing statements and other documents and take such other actions as may from time to time be requested by the Secured Party in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. The Debtor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Secured Party in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. The Debtor will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to the Credit Agreement, (ii) until such time following the occurrence of a Default as the Debtor receives a notice from the Secured Party instructing the Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Debtor receives a notice from the Secured Party pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6 Liens. The Debtor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens

described in the Credit Agreement, and (iii) other Liens permitted pursuant to the Credit Agreement.

4.1.7 Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. The Debtor will:

(a) preserve its existence as a corporation and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

(b) not change its state of organization;

(c) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A"; and

(d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) change its name or taxpayer identification number, or (iii) change its mailing address,

unless the Debtor shall have given the Secured Party not less than thirty (30) days' prior written notice of such event or occurrence and the Secured Party shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Secured Party's security interest in the Collateral, or (y) taken such steps (with the cooperation of the Debtor to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Secured Party's security interest in the Collateral.

4.1.8 Other Financing Statements. The Debtor will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

## 4.2 Receivables.

4.2.1 Certain Agreements on Receivables. The Debtor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, (a) the Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business, and (b) provide such other discounts as in the ordinary course of its business.

4.2.2 Collection of Receivables. Except as otherwise provided in this Security Agreement, the Debtor will collect and enforce, at the Debtor's sole expense, all amounts due or hereafter due to the Debtor under the Receivables.

4.2.3 Delivery of Invoices. The Debtor will deliver to the Secured Party immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Secured Party shall specify.

4.2.4 Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists, or (ii) if, to the actual knowledge of the Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Debtor will disclose such fact to the Secured Party in writing in connection with the inspection by the Secured Party of any record of the Debtor relating to such Receivable and in connection with any invoice or report furnished by the Debtor to the Secured Party relating to such Receivable.

#### 4.3 Inventory and Equipment.

4.3.1 Maintenance of Goods. The Debtor will do all things reasonably necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

4.3.2 Insurance. The Debtor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Secured Party, and providing that said insurance will not be terminated except after at least thirty (30) days' written notice from the insurance company to the Secured Party, (ii) maintain such other insurance on the Collateral for the benefit of the Secured Party as the Secured Party shall from time to time request, (iii) furnish to the Secured Party upon the request of the Secured Party from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance, and (iv) maintain general liability insurance naming the Secured Party as an additional insured.

4.3.3 Titled Vehicles. The Debtor will give the Secured Party notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Secured Party, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Secured Party noted on any such certificate.

4.4 Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. The Debtor will (i) deliver to the Secured Party immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (ii) hold in trust for the Secured Party upon receipt and immediately thereafter deliver to the Secured Party any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Secured Party such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Secured Party shall specify, (iv) upon the Secured Party's request, after the occurrence and during the continuance of a Default, deliver to the Secured Party (and thereafter hold in trust for the Secured Party upon receipt and immediately deliver to the Secured Party) any Document evidencing or constituting Collateral, and (v) deliver to the Secured Party such control agreements as it requests with respect to the custody and broker accounts listed on Exhibit "D".

4.5 Uncertificated Securities and Certain Other Investment Property. The Debtor will permit the Secured Party from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Secured Party granted pursuant to this Security Agreement. The Debtor will take any actions necessary to cause (i) the issuers of uncertificated securities that are Collateral and that are Securities and (ii) any financial intermediary that is the holder of any Investment Property, to cause the Secured Party to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Debtor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Secured Party in form and substance satisfactory to the Secured Party.

4.6 Stock and Other Ownership Interests.

4.6.1 Changes in Capital Structure of Issuers. The Debtor will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2 Issuance of Additional Securities. The Debtor will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to the Debtor.

4.6.3 Registration of Pledged Securities and other Investment Property. The Debtor will permit any registrable Collateral to be registered in the name of the Secured Party or its nominee at any time at the option of the Secured Party.

4.6.4 Exercise of Rights in Pledged Securities and other Investment Property. The Debtor will permit the Secured Party or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7 Pledged Deposits. The Debtor will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld or delayed.

4.8 Deposit Accounts. The Debtor will (i) upon the Secured Party's reasonable request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Secured Party, in form and substance satisfactory to the Secured Party in order to give the Secured Party Control of the Deposit Account, or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Secured Party hereunder and cause each such bank or other financial institution to acknowledge such notification in writing, and (ii) upon the Secured Party's reasonable request after the occurrence and during the continuance of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Secured Party, transferring ownership of the Deposit Account to the Secured Party or transferring dominion and control over each such other deposit to the Secured Party until such time as no Default exists. In the case of deposits maintained with Secured Party, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

4.9 Letter-of-Credit Rights. The Debtor will upon the Secured Party's reasonable request, cause each issuer of a letter of credit, to consent to the assignment of proceeds of the letter of credit in order to give the Secured Party Control of the letter-of-credit rights to such letter of credit.

4.10 Federal, State or Municipal Claims. The Debtor will notify the Secured Party of any Collateral that constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

## ARTICLE V

### DEFAULT

5.1 The occurrence of any one or more of the following events shall constitute a Default:

5.1.1 Any representation or warranty made by or on behalf of the Debtor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2 The breach by the Debtor of any of the terms or provisions of Article IV or Article VII.

5.1.3 The breach by the Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement that is not remedied within thirty (30) days after the giving of written notice to the Debtor by the Secured Party.

5.1.4 Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed.

5.1.5 The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2 Acceleration and Remedies. Upon the acceleration of the Obligations under the Credit Agreement, the Secured Party may exercise any or all of the following rights and remedies:

5.2.1 Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Credit Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Secured Party prior to a Default.

5.2.2 Those rights and remedies available to a secured party under the Arizona UCC (whether or not the Arizona UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3 Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable.

The Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Secured Party may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the agreement governing any Swap Transaction.

5.3 Debtor's Obligations Upon Default. Upon the request of the Secured Party after the occurrence of a Default, the Debtor will:

5.3.1 Assembly of Collateral. Assemble and make available to the Secured Party the Collateral and all records relating thereto at any place or places specified by the Secured Party.

5.3.2 Secured Party Access. Permit the Secured Party, by the Secured Party's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4 License. The Secured Party is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Debtor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit. In addition, the Debtor hereby irrevocably agrees that the Secured Party may, following the occurrence and during the continuance of a Default, sell any of the Debtor's Inventory directly to any person, including without limitation persons who have previously purchased the Debtor's Inventory from the Debtor and in connection with any such sale or other enforcement of the Secured Party's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Debtor and any Inventory that is covered by any copyright owned by or licensed to the Debtor and the Secured Party may finish any work in process and affix any trademark owned by or licensed to the Debtor and sell such Inventory as provided herein.

## ARTICLE VI

### WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Secured Party and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Secured Party until the Secured Obligations have been paid in full.

## ARTICLE VII

### PROCEEDS; COLLECTION OF RECEIVABLES

7.1 [Intentionally deleted.]

7.2 Collection of Receivables. All Receivables shall be paid directly to the Secured Party for deposit to the Remittance Account (as defined in the Credit Agreement). The Debtor shall, and after the occurrence of a Default shall permit the Secured Party to, notify the account debtors or obligors under the Receivables of the interest therein, with a copy sent to the Debtor, and direct such account debtors or obligors to make payment of all amounts due under the Receivables directly to the Secured Party for deposit to the Remittance Account. The Debtor shall hold in trust for the Secured Party all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately deliver to the Secured Party all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Secured Party shall hold and after the

occurrence of a Default apply funds so received as provided by the terms of the Credit Agreement.

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 Notice of Disposition of Collateral; Condition of Collateral. The Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Debtor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale, or (ii) the time after which any such private sale or other disposition may be made. Secured Party shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2 Compromises and Collection of Collateral. The Debtor and the Secured Party recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Debtor agrees that the Secured Party may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Secured Party in its sole discretion shall determine or abandon any Receivable, and any such action by the Secured Party shall be commercially reasonable so long as the Secured Party acts in good faith based on information known to it at the time it takes any such action.

8.3 Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Secured Party may perform or pay any obligation which the Debtor has agreed to perform or pay in this Security Agreement and the Debtor shall reimburse the Secured Party for any amounts paid by the Secured Party pursuant to this Section 8.3. The Debtor's obligation to reimburse the Secured Party pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4 Authorization for Secured Party to Take Certain Action. The Debtor irrevocably authorizes the Secured Party at any time and from time to time in the sole discretion of the Secured Party and appoints the Secured Party as its attorney in fact (i) to execute on behalf of the Debtor as debtor and to file financing statements necessary or desirable in the Secured Party's sole discretion to perfect and to maintain the perfection and priority of the Secured Party's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Secured Party in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Secured Party's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial



intermediaries holding other Investment Property as may be necessary or advisable to give the Secured Party Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Secured Party or the Debtor, (vi) to apply the proceeds of any Collateral received by the Secured Party to the Secured Obligations as provided in Article VII, and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Debtor agrees to reimburse the Secured Party on demand for any payment made or any expense incurred by the Secured Party in connection therewith, provided that this authorization shall not relieve the Debtor of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5 Specific Performance of Certain Covenants. The Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Secured Party, that the Secured Party has no adequate remedy at law in respect of such breaches and, therefore, agrees, without limiting the right of the Secured Party to seek and obtain specific performance of other obligations of the Debtor contained in this Security Agreement, that the covenants of the Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Debtor.

8.6 Use and Possession of Certain Premises. Upon the occurrence of a Default, the Secured Party shall be entitled to occupy and use any premises owned or leased by the Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Debtor for such use and occupancy.

8.7 Dispositions Not Authorized. The Debtor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between the Debtor and the Secured Party or other conduct of the Secured Party, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Secured Party unless such authorization is in writing signed by the Secured Party.

8.8 Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Debtor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Secured Party.

8.9 Survival of Representations. All representations and warranties of the Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10 Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Debtor, together with interest and penalties, if any. The Debtor shall reimburse the Secured Party for any and all out-of-pocket expenses and internal charges (including reasonable

attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Secured Party) paid or incurred by the Secured Party in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Debtor.

8.11 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Secured Party which would give rise to any Secured Obligations are outstanding.

8.13 Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Debtor and the Secured Party relating to the Collateral and supersedes all prior agreements and understandings between the Debtor and the Secured Party relating to the Collateral.

8.14 CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ARIZONA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

## ARTICLE IX

### NOTICES

9.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in the Credit Agreement.

9.2 Change in Address for Notices. Each of the Debtor and the Secured Party may change the address for service of notice upon it by a notice in writing to the other parties.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Security Agreement as of the date first above written.

COLD STONE CREAMERY, INC., an Arizona corporation

By: [Signature]  
Name: DUCCI  
Title: CEO

DEBTOR

BANK OF ARIZONA, N.A., a national banking association

By: [Signature]  
Name: Christine A. Nowaczyk  
Title: Senior Vice President

SECURED PARTY

**EXHIBIT "A"**

(See Sections 3.4, 3.5 and 4.1.7 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

9311 East Via de Ventura  
Scottsdale, Arizona 85258

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Debtor:

None

B. Properties Leased by the Debtor (Include Landlord's Name):

1. 9311 East Via de Ventura  
Scottsdale, Arizona 85258

2. Other leased properties to be provided by Debtor to Secured Party promptly upon request therefor by Secured Party.



C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):



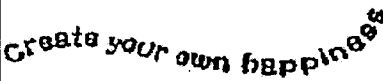
None


**EXHIBIT "B"**  
(See Section 3.9 of Security Agreement)

**United States Trademarks and Service Marks**  
Status as of 8/10/06









| Mark  | U.S. Serial Number | U.S. Reg. Number | Registration Date | Filing Date | Status  | S&W Docket No. |
|---|--------------------|------------------|-------------------|-------------|---|----------------|
| Marks for which Federal registration is PENDING<br>When any of these marks are used, a TM or SM should be used with the mark. |                    |                  |                   |             |   |                |
| <b>MINE™</b>  | 78/799481          |                  |                   | 1/25/2006   | Pending use-based app. for use with ice cream, etc.; non-final Office Action mailed 7/24/06 with Response due 1/24/07.  | 39222.8500     |
| <b>OURS™</b>  | 78/799509          |                  |                   | 1/25/2006   | Pending use-based app. for use with ice cream, etc.; non-final Office Action mailed 7/24/06 with Response due 1/24/07.  | 39222.8600     |
| <b>EVERYBODY'S™</b>   | 78/799521          |                  |                   | 1/25/2006   | Pending use-based app. for use with ice cream, etc.; non-final Office Action mailed 7/17/06 with Response due 1/17/07.  | 39222.8700     |
| <b>LIQUID BAR™</b>  | 78/703684          |                  |                   | 8/30/2005   | Pending intent-to-use app. directed to "words only" mark used with frozen confections, desserts and drinks in Int'l Class 30, etc.; Applicant is CSC EQUIPMENT COMPANY. Office Action rec'd w/ Response due 9/20/06 (>1 class, disclaimer of LIQUID). | 39222.8000     |
| <b>LIQUID BAR SM</b>  | 78/703738          |                  |                   | 8/30/2005   | Pending intent-to-use app. directed to "words only" mark used with restaurant services in Int'l Class 43; Applicant is CSC EQUIPMENT COMPANY. Office Action rec'd w/ Response due 9/20/06 (disclaimer of BAR only).                                   | 39222.8100     |



| Mark  | U.S. Serial Number | U.S. Reg. Number | Registration Date | Filing Date | Status  | S&W Docket No. |
|---|--------------------|------------------|-------------------|-------------|---|----------------|
|  | 78/703786          |                  |                   | 8/30/2005   | Pending intent-to-use app. directed to composite logo mark used with goods in Int'l Class 30. Applicant is CSC EQUIPMENT COMPANY, LLC. Per May 2006 instructions from J. Peters, we are abandoning app.; awaiting Notice of Abandonment.  | 39222.8200     |
|  | 78/703803          |                  |                   | 8/30/2005   | Pending intent-to-use app. directed to composite logo mark used with restaurant services in Int'l Class 43. Applicant is CSC EQUIPMENT COMPANY, LLC. Per May 2006 instructions from J. Peters, we are abandoning app.; awaiting Notice of Abandonment.  | 39222.8300     |
| <b>SINLESS™</b>   | 78/670989          |                  |                   | 7/14/2005   | Pending use-based app. directed to "words only" mark used with ice cream, frozen yogurt and sorbet in Int'l Class 30 (as amended); reg. mark SINLESS SWEETS cited by PTO; FINAL Office Action issued by PTO 8/7/06 with Response due 2/7/07.  | 39222.7800     |
| <b>COLD STONE CREAMERY™</b>   | 78/554803          |                  |                   | 1/27/2005   | Pending use-based app. directed to "words only" mark used with branded merchandise: Clothing, namely, shirts, golf shirts, tee shirts, caps, visors, hats, bibs, sweatshirts, and jackets; mugs, cups, glasses, water bottles (as amended); use since 1/04; rec'd second Office Action w/ Response due 10/3/06. | 39222.7700     |
| <b>COLD STONE CREAMERY™</b>   | 78/513362          |                  |                   | 11/8/2004   | Pending use-based app. directed to "words only" mark used with ice cream, ice cream cakes, etc. in Int'l Class 30 and smoothies, etc. in Class 32; published for opposition on 8/8/06.  | 39222.7500     |

| Mark   | U.S. Serial Number                      | U.S. Reg. Number | Registration Date | Filing Date | Status   | S&W Docket No. |
|--|---|------------------|-------------------|-------------|--|----------------|
| I LOVE, I SCREAM™  | 76/378172                               |                  |                   | 03/04/02    | Pending intent-to-use app.; action remains <i>suspended</i> since 2/03 re Dippin' Dots' ISCREAM app.; their final date to file a Statement of Use is 9/9/06.   | 39222.0400     |
| OH MY GANACHE!™  | 78/346633                               |                  |                   | 12/30/03    | Pending intent-to-use application directed to restaurant services, apparel, mugs, etc.; app. was allowed 6/14/05; second request for extension to show use granted 5/31/06; Statement of Use now due 12/14/06.         | 39222.7100     |
| CAKE BATTER ICE CREAM™   | 76/570187                               |                  |                   | 01/09/04    | Use-based application for mark first used 1/14/03 was published for opposition 10/26/04; Opposition No. 91162832 by Conopco dba Unilever and Ben & Jerry's Homemade is pending; completing settlement as of July 2006. | 39222.6900     |
| <b>Marks that are Federally REGISTERED</b><br>When any of these marks is used, a registration "®" symbol should be used with the mark. |   |                  |                   |             |  |                |
|   | Canceled July 2000; no longer in force. | 1784632          | 07/27/93          |             | Earliest reg. for "restaurant and ice cream store services" was in force from July 1993 to July 2000. <u>First use &amp; First use in commerce of December 1988.</u>   | N/A            |
|   |   | 1968506          | 04/16/96          |             | Ten-yr renewal app. due 4/15/06 was e-filed 4/4/06 and accepted 8/5/06.  | 39222.0200     |
| CREATE YOUR OWN HAPPINESS® (Typed)   |   | 2324231          | 02/29/00          |             | Decl. of Use was filed 10/5/05 and accepted 2/7/06; 10-year renewal due between 2/29/09 and 2/28/2010.   | 39222.1100     |
|    |   | 2345131          | 04/25/00          |             | Decl. of Use due 02/28/06 was <i>not</i> filed (this form of mark no longer in use); awaiting cancellation of reg. by PTO.   | 39222.1200     |
| IT'S A GREAT DAY FOR ICE CREAM®  |   | 2492521          | 09/25/01          |             | Decl. of Use due 09/27/07.   | 39222.1300     |

| Mark   | U.S. Serial Number | U.S. Reg. Number | Registration Date | Filing Date | Status   | S&W Docket No. |
|--|--------------------|------------------|-------------------|-------------|--|----------------|
| <b>COLD STONE CREAMERY</b> ®<br>(Typed)  | ®                  | 2542783          | 02/26/02          |             | Typed mark first used 3/3/92; Decl. of Use due 02/25/08.   | 39222.1400     |
| <b>DISCOVERY DAYS</b> ®  | ®                  | 2546785          | 03/12/02          |             | Decl. of Use due 03/11/08.   | 39222.1500     |
| <b>THE ULTIMATE ICE CREAM EXPERIENCE</b> ®   | ®                  | 2587847          | 07/02/02          |             | Mark first used in commerce 8/1/00; Decl. of Use due 07/01/08.   | 39222.1700     |
| <b>COOL CART</b> ®   | ®                  | 2587859          | 07/02/02          |             | Decl. of Use due 07/01/08  | 39222.1600     |
| <b>COLD STONE</b> ®  | ®                  | 2691919          | 03/04/03          |             | Mark first used 1/1/95; Decl. of Use due 03/03/09.   | 39222.0300     |
| <b>BERRY BERRY BERRY GOOD</b> ®  | ®                  | 2717638          | 05/20/03          |             | Final <b>Creations</b> selection; Decl. of Use due 05/19/09.   | 39222.4200     |
| <b>FOUNDER'S FAVORITE</b> ®  | ®                  | 2717637          | 05/20/03          |             | Final <b>Creations</b> selection; Decl. of Use due 05/19/09.   | 39222.4000     |
| <b>COFFEE LOVERS ONLY</b> ®  | ®                  | 2721601          | 6/3/2003          |             | Final <b>Creations</b> selection; Decl. of Use due 06/02/09.   | 39222.4300     |
| <b>APPLE PIE ALA COLD STONE</b> ®  | ®                  | 2724383          | 06/10/03          |             | Final <b>Creations</b> selection; Decl. of Use due 6/9/09; we will amend mark to "A LA" (2 words) at time of Section 8 filing. | 39222.3000     |
| <b>CINNAMON TOFFEE DELIGHT</b> ®   | ®                  | 2727334          | 06/17/03          |             | Not a final <b>Creations</b> selection; Decl. of Use due 06/16/09.   | 39222.3300     |
| <b>TIRAMISU TEMPTATION</b> ®   | ®                  | 2734892          | 07/08/03          |             | Not a final <b>Creations</b> selection; Decl. of Use due 07/07/09.   | 39222.3900     |
| <b>VANILLA TRUFFLE PASSION</b> ®   | ®                  | 2742005          | 07/29/03          |             | Not a final <b>Creations</b> selection; Decl. of Use due 07/28/09.   | 39222.3600     |
| <b>THE WEDGE</b>   | ®                  | 2774578          | 10/21/03          |             | Mark used July 2001 but <i>continued use of mark unlikely</i> ; Decl. Of Use due 10/20/09.                                     | 39222.6500     |
| <b>MIDNIGHT DELIGHT</b> ®  | ®                  | 2776953          | 10/21/03          |             | Seasonal (Halloween) <b>Creations</b> selection, also used with ice cream cakes; Decl. of Use due 10/20/09.                    | 39222.4500     |
| <b>COLD STONE</b> CREAMERY  | ®                  | 2779566          | 11/04/03          |             | "Cone at right" logo mark in black & white for restaurant services, first used 7/1/02; Decl. of Use due 11/3/09.               | 39222.1800     |



| Mark  | U.S. Serial Number | U.S. Reg. Number | Registration Date | Filing Date | Status  | S&W Docket No. |
|---|--------------------|------------------|-------------------|-------------|---|----------------|
|    | ®                  | 2779567          | 11/04/03          |             | "Cone at right" logo mark in red, yellow & white for restaurant services, first used 7/1/02; Decl. of Use due 11/3/09 | 39222.1900     |
|    | ®                  | 2779564          | 11/04/03          |             | "Cone at right" logo mark in black & white for goods, first used 7/1/02; Decl. of Use due 11/3/09.                    | 39222.2000     |
|    | ®                  | 2779565          | 11/04/03          |             | "Cone at right" logo mark in red, yellow & white for goods, first used 7/1/02; Decl. of Use due 11/3/09.              | 39222.2100     |
|    | ®                  | 2779569          | 11/04/03          |             | "Stacked" logo mark in black & white for restaurant services, first used 7/1/02; Decl. of Use due 11/3/09.            | 39222.2700     |
|    | ®                  | 2779568          | 11/04/03          |             | "Stacked" logo mark in black & white for goods, first used 7/1/02; Decl. of Use due 11/3/09.                          | 39222.2800     |
|   | ®                  | 2779570          | 11/04/03          |             | "Medallion" logo mark in black & white for restaurant services, first used 7/1/02; Decl. of Use due 11/3/09.          | 39222.2900     |
|  | ®                  | 2789528          | 12/02/03          |             | Mark first used 4/02; Decl. Of Use due 12/01/09.  | 39222.0600     |
| BLACK FOREST DREAM ®  | ®                  | 2788783          | 12/02/03          |             | Final <b>Creations</b> selection; Decl. of Use due 12/01/09.  | 39222.3100     |
| CHEESECAKE FANTASY ®  | ®                  | 2797563          | 12/23/03          |             | Final <b>Creations</b> selection; Decl. of Use due 12/22/09.  | 39222.4100     |
| CHERRY CAKE DOUBLE TAKE®  | ®                  | 2799440          | 12/23/03          |             | Final <b>Creations</b> selection; Decl. of Use due 12/22/09.  | 39222.4800     |
|   | ®                  | 2815796          | 02/17/04          |             | Mark first used 4/02; Decl. of Use due 2/16/10.   | 39222.2500     |
| DULCE DE LECHE DESIRE ®   | ®                  | 2834421          | 04/20/04          |             | Final <b>Creations</b> selection; Decl. of Use due 4/19/10.   | 39222.5200     |
| THE REASON THEY SCREAM FOR ICE CREAM ®  | ®                  | 2836966          | 04/27/04          |             | Reg. for restaurant services; Decl. of Use due 4/26/10.   | 39222.0500     |
| FRUIT STAND RENDEZVOUS®   | ®                  | 2844023          | 05/18/04          |             | Final <b>Creations</b> selection; Decl. of Use due 5/17/10.   | 39222.5700     |

| Mark  | U.S. Serial Number | U.S. Reg. Number | Registration Date | Filing Date | Status   | S&W Docket No. |
|---|--------------------|------------------|-------------------|-------------|--|----------------|
| BREATHLESS BOSTON CREAM PIE ®   | ®                  | 2844022          | 05/18/04          |             | Final <b>Creations</b> selection; Decl. of Use due 5/17/10.  | 39222.5400     |
| GERMANCHÖKOLÄTEKÄKE®  | ®                  | 2844128          | 05/18/04          |             | Final <b>Creations</b> selection reg. on Supplemental Reg.; Decl. of Use due 5/17/10.  | 39222.5100     |
| NUTTIER BUTTER PECAN ®  | ®                  | 2847037          | 05/25/04          |             | Final <b>Creations</b> selection reg. on Supplemental Reg.; Decl. of Use due 5/24/10.  | 39222.6000     |
| MINT, MINT, CHOCOLATE, CHOCOLATE CHIP ®   | ®                  | 2849926          | 06/01/04          |             | Final <b>Creations</b> selection reg. on Supplemental Reg.; Decl. of Use due 5/31/10; we will amend mark to omit commas at time of Section 8 filing. | 39222.3700     |
| BEHIND THE STONE ®  | ®                  | 2852650          | 06/15/04          |             | Reg. for restaurant franchising services; mark first used 10/25/02; Decl. of Use due 6/14/10.  | 39222.4700     |
| MUD PIE MOJO ®  | ®                  | 2856910          | 06/22/04          |             | Final <b>Creations</b> selection; Decl. of Use due 6/21/10.  | 39222.5500     |
| NIGHTS IN WHITE CHOCOLATE ®   | ®                  | 2858947          | 06/29/04          |             | Final <b>Creations</b> selection; Decl. of Use due 6/28/10.  | 39222.5900     |
|    | ®                  | 2877683          | 8/24/2004         |             | "Medallion" logo alone, <u>reg. in black &amp; white</u> for restaurant services; Decl. of Use due 8/23/10.  | 39222.6600     |
|    | ®                  | 2993039          | 9/6/2005          |             | "Filled Cone" logo alone, <u>reg. in colors (red, yellow &amp; white)</u> for ice cream and frozen yogurt; Decl. of Use due 9/5/2011.                | 39222.2200     |
| COLD STONE CREAMERY ®<br>(Typed)  | ®                  | 3103205          | 06/13/06          |             | Typed mark for <b>restaurant franchising services &amp; retail services</b> , first used 12/88; Decl. of Use due 06/12/12.                           | 39222.7600     |
| RED PAN ® (Typed)   | ®                  | 3124657          | 08/01/06          |             | Typed mark for restaurant services, etc.; Decl. of Use due 07/31/12.   | 39222.7400     |
| Marks which may be in use, but for which no Federal trademark application has been filed.<br>When any of these marks is actually used, a TM or SM should be used with the mark. |                    |                  |                   |             |  |                |
| CARAMEL TURTLE TEMPTATION ™   |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.   | 39222.5000     |
| CANDY LAND ™  |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.   | N/A            |

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| COCONUT CREAM PIE <sup>TM</sup>             |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | N/A            |
| BIRTHDAY CAKE REMIX <sup>TM</sup>           |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | N/A            |
| CHOCOLATE DEVOTION <sup>TM</sup>            |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | N/A            |
| STRAWBERRY SHORTCAKE SERENADE <sup>TM</sup> |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | 39222.6100     |
| COOKIE DOUGHN'T YOU WANT SOME <sup>TM</sup> |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | 39222.6300     |
| PARADISE FOUND <sup>TM</sup>                |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | N/A            |
| BANANA SPLITACULAR <sup>TM</sup>            |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | 39222.6200     |
| OUR STRAWBERRY BLONDE <sup>TM</sup>         |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | N/A            |
| MONKEY BITES <sup>TM</sup>                  |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. filed.  | N/A            |
| AT THE COCOA BANANA CABANA <sup>TM</sup>    |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. to be filed.  | N/A            |
| OREO® OVERLOAD                              |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. to be filed.  | N/A            |
| BUTTER FINGERS FUMBLE <sup>TM</sup>         |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. to be filed.  | N/A            |
| PEANUT BUTTER CUP PERFECTION <sup>TM</sup>  |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 3/03 w/ commercial launch 4/14/03; no app. to be filed.  | N/A            |
| HARVEST CRUNCH <sup>TM</sup>                |                    |                  |                   |             | Final <b>Creations</b> selection featuring pumpkin ice cream preliminarily cleared 10/03 w/ commercial launch 10/1-31/03 (seasonal); no app. to be filed.             | N/A            |
| PUMPKIN PIE IN THE SKY <sup>TM</sup>        |                    |                  |                   |             | Final <b>Creations</b> selection featuring pumpkin ice cream preliminarily cleared 10/03 w/ commercial launch 10/1-31/03 (seasonal); no app. to be filed.             | N/A            |
| VERY BERRY GOOD <sup>TM</sup>               |                    |                  |                   |             | Final <b>Creations</b> selection featuring SINLESS SWEET CREAM <sup>TM</sup> ice cream; preliminarily cleared 11/03 w/ commercial launch 1/1/04; no app. to be filed. | N/A            |
| HEALTH NUT <sup>TM</sup>                    |                    |                  |                   |             | Final <b>Creations</b> selection featuring SINLESS SWEET CREAM <sup>TM</sup> ice cream; preliminarily cleared 11/03 w/ commercial launch 1/1/04; no app. to be filed. | N/A            |
| BANANA SPLIT DECISION <sup>TM</sup>         |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.  | N/A            |
| BANANA CARAMEL CRUNCH <sup>TM</sup>         |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.  | N/A            |
| COOKIE MINSTER <sup>TM</sup>                |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.  | N/A            |
| PECAN AND CREAM PASSION <sup>TM</sup>       |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.  | N/A            |

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| <b>SINLESS ISLAND</b> ™               |                    |                  |                   |             | Final <b>Creations</b> selection preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.  | N/A            |
| <b>CHERRY LOVES CHEESECAKE</b> ™      |                    |                  |                   |             | Final <b>Creations</b> selection to replace CHOCOLATE CHERRY CHEESECAKE CHILL; preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.  | N/A            |
| <b>STRAWBERRY BANANA RENDEZVOUS</b> ™ |                    |                  |                   |             | Final <b>Creations</b> selection to replace FRUIT STAND RENDEZVOUS; preliminarily cleared 2/04 w/ commercial launch 3/22/04; no app. filed.   | N/A            |
| <b>CELEBRATION SENSATION</b> ™        |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>CHOCOLATE CHIPPER</b> ™            |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>COFFEEHOUSE CRUNCH</b> ™           |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>COOKIE DOUGH DELIRIUM</b> ™        |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>COOKIES &amp; CREAMERY</b> ™       |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>MIDNIGHT DELIGHT</b> ®             |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed for cakes; however, this mark is Fed. reg. by CSC for ice cream.    | N/A            |
| <b>MMMMMINT CHIP</b> ™                |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>PEANUT BUTTER PLAYGROUND</b> ™     |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>SNICKERS® SUPREME</b>              |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed. Note that SNICKERS is a registered trademark of Mars Incorporated. | N/A            |
| <b>STRAWBERRY PASSION</b> ™           |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>ZEBRA STRIPES DARK</b> ™           |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>ZEBRA STRIPES [LIGHT]</b> ™        |                    |                  |                   |             | Final <b>Cold Stone Cakes</b> ™ selection preliminarily cleared 12/03 w/ commercial launch set for 4/15/04; no app. filed.  | N/A            |
| <b>CHERRY IS NUTS FOR CHOCOLATE</b> ™ |                    |                  |                   |             | Final <b>Creations</b> selection featuring new black cherry ice cream preliminarily cleared 3/04 w/ commercial launch set for 5/31/04 thru 8/31/04 (seasonal); no app. filed.                 | N/A            |

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| <b>CARAMEL CHERRY DAYDREAM™</b>      |                    |                  |                   |             | Final <b>Creations</b> selection featuring new black cherry ice cream preliminarily cleared 3/04 w/ commercial launch set for 5/31/04 thru 8/31/04 (seasonal); no app. filed.                          | N/A            |
| <b>A LA MODE</b>                     |                    |                  |                   |             | Use contemplated 4/19/04 and mark assessed in connection with ice-cream product including cake; mark may be used without "TM" marking.   | N/A            |
| <b>PUMPKIN PASSION™</b>              |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection preliminarily cleared 7/04 w/ commercial launch set for Fall/Winter holiday season 2004; no app. filed.   | N/A            |
| <b>CANDY CANE WONDERLAND™</b>        |                    |                  |                   |             | <b>Creations</b> selection featuring candy-cane ice cream preliminarily cleared 7/04 w/ commercial launch set for Fall/Winter holiday season 2004; no app. filed.                                      | N/A            |
| <b>COLD STONE AT HOME™</b>           |                    |                  |                   |             | Mark preliminarily cleared 7/04 w/ immediate commercial launch; used on posters promoting take-out/quantity ice cream purchasing; no app. filed, but <i>coldstoneathome.com</i> domain secured by CSC. | N/A            |
| <b>CANDY CANE WONDERLAND™</b>        |                    |                  |                   |             | <b>Cold Stone Cakes™</b> ( <i>Over the Top</i> cakes) selection preliminarily cleared 8/04 w/ commercial launch set for Fall/Winter holiday season 2004; no app. filed.                                | N/A            |
| <b>SNOWFLAKE PASSION™</b>            |                    |                  |                   |             | <b>Cold Stone Cakes™</b> ( <i>Over the Top</i> cakes) selection preliminarily cleared 8/04 w/ commercial launch set for Fall/Winter holiday season 2004; no app. filed.                                | N/A            |
| <b>PUMPKIN DELIGHT™</b>              |                    |                  |                   |             | Mark used Fall/Winter 2004 to promote Pumpkin ice-cream pies and PUMPKIN PASSION ice-cream cakes;  | N/A            |
| <b>SANTA'S REWARD™</b>               |                    |                  |                   |             | <b>Creations™</b> seasonal selection used during 11/26 - 12/31/04 winter holiday season; no app. filed.  | N/A            |
| <b>CANDY CANE CONFETTI™</b>          |                    |                  |                   |             | <b>Creations™</b> seasonal selection used during 11/26 - 12/31/04 winter holiday season; no app. filed.  | N/A            |
| <b>PLAY DOUGH™</b>                   |                    |                  |                   |             | Proposed new ice-cream flavor, preliminarily cleared 9/04; whether or not to seek Federal registration to be determined as of 9/22/04.   | N/A            |
| <b>POP STONES™</b>                   |                    |                  |                   |             | Proposed mark for use with candy mix-ins for ice cream; preliminarily availability assessment performed 12/04; <b>EXPLODING STONES</b> likely will be used instead as of 1/05.                         | N/A            |
| <b>RASPBERRY TRUFFLE TEMPTATION™</b> |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection preliminarily cleared 1/05; no app. filed.  | N/A            |
| <b>RASPBERRY CHEESECAKE™</b>         |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection preliminarily cleared 1/05; no app. filed.  | N/A            |
| <b>BUTTERFINGER® BONANZA</b>         |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection preliminarily cleared 1/05; no app. filed.  | N/A            |
| <b>CARB CONSCIOUS ICE CREAM™</b>     |                    |                  |                   |             | Proposed mark for low-carb ice-cream, screened 1/05; CARB CONSCIOUS SINLESS ICE CREAM and CARB CARE also were screened..   | N/A            |
| <b>SINLESS SANS FAT™</b>             |                    |                  |                   |             | Proposed mark for non-fat, no sugar added ice-cream, preliminarily cleared 2/05; whether or not to seek Federal registration to be determined as of 2/1/05.  | N/A            |

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| <b>DECARBONATED™</b>   |                    |                  |                   |             | Proposed mark for low-carb ice-cream, preliminarily cleared 2/05.  | N/A            |
| <b>A CHEESECAKE NAMED DESIRE™</b>                                    |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection preliminarily cleared 2/05; no app. filed; <b>RASPBERRY CHEESECAKE IN PARADISE</b> also was screened.   | N/A            |
| <b>DARE TO BE RED™</b>   |                    |                  |                   |             | Proposed slogan for use in connection with <b>RED PAN</b> ice cream promotion; preliminarily cleared 2/05.   | N/A            |
| <b>RED HOT ICE CREAM™</b>  |                    |                  |                   |             | New <b>RED PAN™</b> ice cream flavor featured in February 2005 (preliminarily cleared 9/04).   | N/A            |
| <b>CUPID'S ARROW™</b>  |                    |                  |                   |             | <b>Creations™</b> selection preliminarily cleared 12/04 w/ commercial launch set for Valentines season 2005; no app. filed.  | N/A            |
| <b>RED HOT RUSH™</b>   |                    |                  |                   |             | <b>Creations™</b> selection for Valentines season 2005; no app. filed.   | N/A            |
| <b>RACY RED HOT™</b>   |                    |                  |                   |             | <b>Creations™</b> selection preliminarily cleared 12/04 w/ commercial launch set for Valentines season 2005; no app. filed.  | N/A            |
| <b>COTTON CANDY ICE CREAM™</b>                                       |                    |                  |                   |             | New <b>RED PAN™</b> ice cream flavor featured in March 2005.   | N/A            |
| <b>Rodney Copperbottom's Crazy Cracking Cotton Candy Concoction™</b> |                    |                  |                   |             | New <b>RED PAN™</b> ice cream <b>Creations™</b> selection featured in March 2005 in conjunction with Fox Productions' <b>ROBOTS</b> movie. Cotton Candy Ice Cream with rainbow sprinkles, marshmallows, and strawberry pop stones. | N/A            |
| <b>RED LICORICE TWIRL™</b>   |                    |                  |                   |             | Proposed mark for ice cream for <b>RED PAN</b> program; preliminarily cleared 2/05; <b>RED LICORICE TWIZZLE</b> and <b>RED LICORICE TWIST</b> also were screened.  | N/A            |
| <b>RED LICORICE ICE CREAM™</b>                                       |                    |                  |                   |             | New <b>RED PAN™</b> ice cream flavor featured in April 2005.   | N/A            |
| <b>TANGERINE DREAM WEAVER™</b>                                       |                    |                  |                   |             | <b>Creations™</b> selection featuring Tangerine Sorbet preliminarily screened 3/05 w/ commercial launch projected for July 2005 as part of <b>RED PAN™</b> program; <b>TANGERINE SUNSET</b> will be used.                          | N/A            |
| <b>BLACK TIE AFFAIR™</b>   |                    |                  |                   |             | <b>Creations™</b> selection featuring Black Licorice ice cream preliminarily screened 3/05 w/ commercial launch projected for July 2005 as part of <b>RED PAN™</b> program.  | N/A            |
| <b>WHAT'S AAAAHBI?™</b>  |                    |                  |                   |             | <b>Creations™</b> selection featuring Wasabi Ginger ice cream preliminarily screened 3/05 w/ commercial launch projected for July 2005 as part of <b>RED PAN™</b> program.   | N/A            |
| <b>WILD BERRY LOOP DE LOOP™</b>                                      |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 3/05 w/ commercial launch projected for July 2005 as part of <b>RED PAN™</b> program; <b>FRUITY RAINBOW</b> will be used, featuring Fruity Cereal ice cream.                    | N/A            |
| <b>OAT OF THIS WORLD OATMEAL COOKIE™</b>                             |                    |                  |                   |             | <b>Creations™</b> selection featuring Oatmeal Cookie Batter ice cream preliminarily screened 3/05 w/ commercial launch projected for July 2005 as part of <b>RED PAN™</b> program; <b>OATMEAL COOKIE COMFORT</b> will be used.     | N/A            |

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| <b>BOBA™</b>                                  |                    |                  |                   |             | Preliminarily screened 3/05; proposed in connection with new drink program.   | N/A            |
| <b>FROZEN HOT CHOCOLATE™</b>                  |                    |                  |                   |             | Preliminarily screened 3/05; proposed in connection with new drink program.   | N/A            |
| <b>LIQUID ICE CREAM™</b>                      |                    |                  |                   |             | Preliminarily screened 3/05; proposed in connection with new drink program.   | N/A            |
| <b>PEACHES &amp; CREAMERY™</b>                |                    |                  |                   |             | Proposed new <b>RED PAN™</b> ice cream flavor for June 2005.  | N/A            |
| <b>X FACTOR SM</b>                            |                    |                  |                   |             | Preliminarily screened 3/05; proposed in connection with providing franchisee / employee training in the field of ice cream.  | N/A            |
| <b>BEST 1ST JOB SM</b>                        |                    |                  |                   |             | Preliminarily screened 3/05; proposed in connection with providing franchisee / employee training in the field of ice cream.  | N/A            |
| <b>THE ULTIMATE XPERIENCE CHAMPIONSHIP SM</b> |                    |                  |                   |             | Preliminarily screened 3/05; proposed in connection with providing franchisee / employee training in the field of ice cream.  | N/A            |
| <b>LATTE DA™</b>                              |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 3/05, selected and commercially launched May 2005 as part of <b>RED PAN™</b> program.  | N/A            |
| <b>BLUEBERRY BLISS™</b>                       |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 4/05; was commercially launched August 2005 as part of <b>RED PAN™</b> program.  | N/A            |
| <b>FRUITY RAINBOW™</b>                        |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 5/05 w/ commercial launch projected for July 2005 as part of <b>RED PAN™</b> program (selected following consideration of TOOTY FRUITY as not suitable for product containing FROOT LOOPS cereal). | N/A            |
| <b>CRAVIN' COOKIE BATTER™</b>                 |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 5/05 and selected for commercial launch Sept. 2005 as part of <b>RED PAN™</b> program.   | N/A            |
| <b>OREO® ESPRESS</b>                          |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 6/05 for possible commercial launch Oct. 2005 as part of <b>RED PAN™</b> program.  | N/A            |
| <b>24 KARAT CAKE™</b>                         |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 7/05 for possible commercial launch Nov. 2005 as part of <b>RED PAN™</b> program.  | N/A            |
| <b>AFTER DINNER MINT™</b>                     |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 7/05 for possible commercial launch Dec. 2005 as part of <b>RED PAN™</b> program.  | N/A            |
| <b>TWINKIES AND CREAM™</b>                    |                    |                  |                   |             | Preliminarily screened 7/05 for use with shake-type drink.  | N/A            |
| <b>DEVIL'S BREW™</b>                          |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 8/05 for possible use with <b>RED PAN™</b> program.  | N/A            |
| <b>DARK &amp; DEVILISH™</b>                   |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 8/05 for possible use with <b>RED PAN™</b> program.  | N/A            |
| <b>BEDEVILLED BANANA™</b>                     |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 8/05 for possible use with <b>RED PAN™</b> program.  | N/A            |

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| <b>CARROT CAKE COMFORT™</b>                             |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection is being screened 8/05 for use in 11/05; not yet cleared.   | N/A            |
| <b>DARK PEPPERMINT PLEASURE™</b>                        |                    |                  |                   |             | <b>Cold Stone Cakes™</b> selection preliminarily screened 8/05 for use in 11/05.   | N/A            |
| <b>LOVE WHAT YOU DRINK, DRINK WHAT YOU LOVE.™</b>       |                    |                  |                   |             | Preliminarily screened 9/05 for possible use re new beverages program.   | N/A            |
| <b>SHORT BATCH™<br/>FULL BATCH™<br/>ULTIMATE BATCH™</b> |                    |                  |                   |             | <b>Cold Stone at Home™</b> take-out size designations preliminarily screened 11/05.  | N/A            |
| <b>CARAMEL NUT NIRVANA™</b>                             |                    |                  |                   |             | Screened Nov. 05 as replacement name for SNICKERS SUPREME <b>Cold Stone Cakes™</b> selection following objection by Mars Incorporated re CSC's use of its registered trademark SNICKERS. | N/A            |
| <b>MR. AND MRS. STRAWBERRY CHEESECAKE™</b>              |                    |                  |                   |             | <b>Creations™</b> selection preliminarily screened 1/06 for possible commercial launch Feb./March 2006 as part of <b>RED PAN™</b> program.   | N/A            |
| <b>YOURS™ MINE™<br/>EVERYBODY'S™</b>                    |                    |                  |                   |             | <b>Cold Stone at Home™</b> take-out size designations preliminarily screened 1/06.   | N/A            |
| <b>CAKE 'N SHAKE™</b>                                   |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>CHERRY CHEESESHAKE™</b>                              |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>CREAM DE MENTHE™</b>                                 |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>LOTTA CARAMEL LATTE™</b>                             |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>MILK AND COOKIES™</b>                                |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>OH FUDGE!™</b>                                       |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>PB&amp;C™</b>  |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>SAVORY STRAWBERRY™</b>                               |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>VERY VANILLA™</b>                                    |                    |                  |                   |             | Ice cream shake selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>2 TO MANGO™</b>                                      |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006.   | N/A            |
| <b>BERRY TRINITY™</b>                                   |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006 (soy and yogurt versions).   | N/A            |
| <b>CITRUS SUNSATIION™</b>                               |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006.   | N/A            |
| <b>BERRY LEMONY™</b>                                    |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006.   | N/A            |
| <b>MAN-GO BANANAS™</b>                                  |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006 (soy and yogurt versions).   | N/A            |



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|--|--------------------|------------------|-------------------|-------------|---|----------------|
| <b>PIÑA COOLADA™</b>   |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006 (soy and yogurt versions).  | N/A            |
| <b>STRAWBERRY BANANZA™</b>   |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| <b>SWEET HAWAIIAN™</b>   |                    |                  |                   |             | Smoothie selection preliminarily screened Spring 2006, introduced July 2006.  | N/A            |
| Trademark-related long-range concepts and projects; no applications filed to date. |                    |                  |                   |             |   |                |
| CONE CLEAVAGE  |                    |                  |                   |             | Concept and protection of same under consideration.   | 39222.4600     |
| DOUBLE PULL concept  |                    |                  |                   |             | Concept and protection of same under consideration.   | N/A            |
| Ice Cream Cone "look and feel"   |                    |                  |                   |             | Concept and protection of same under consideration.   | N/A            |
| ULTIMATE BUCKET  |                    |                  |                   |             | Consider new protection / registration strategy; on hold 3/03 in view of packaging considerations.  | N/A            |
| Abandoned or Not Yet Pursued Marks and/or Applications                             |                    |                  |                   |             |   |                |
| SINLESS SWEET CREAM  | 78/333231          |                  |                   | 11/25/03    | Abandoned intent-to-use application for ice cream goods, with use of mark launched 1/1/04; pro forma Response was filed 7/19/05 noting that new application for mark SINLESS has been filed; PTO issued Notice of Abandonment 8/4/05. | 39222.7000     |
| THE ROLLING STONE  | 78/232183          |                  |                   | 03/31/03    | Abandoned intent-to-use app. for food concession services; after discussion with <i>Rolling Stone Magazine</i> , CSC filed express abandonment early 3/04; PTO issued Notice of Abandonment 7/27/04.                                  | 39222.6400     |
| UNBAKED CAKE BATTER  | 78/182381          |                  |                   | 11/06/02    | Abandoned Intent-to-use app. for mark that will not likely be used per Bast & Schutz 3/03; app. abandoned without prejudice (see 39222.6900 for related mark CAKE BATTER ICE CREAM); PTO issued Notice of Abandonment 6/8/04.         | 39222.4900     |

| Mark                              | U.S. Serial Number | U.S. Reg. Number | Registration Date | Filing Date | Status  | S&W Docket No. |
|-----------------------------------|--------------------|------------------|-------------------|-------------|---|----------------|
| CHOCOLATE CHERRY CHEESECAKE CHILL | 78/194404          |                  |                   | 12/13/02    | Intent-to-use app. for final <b>Creations</b> selection 3/03 w/ commercial launch 4/14/03 was expressly abandoned as of 3/3/04; use to be permanently phased out. | 39222.5800     |
| CARAMEL APPLE CRUSH               | 78/194368          |                  |                   | 12/13/02    | Intent-to-use app. was abandoned per client instructions; PTO issued Notice of Abandonment 2/23/04.   | 39222.5300     |
| STRAWBERRY CAMEL ATTA             | 78/194394          |                  |                   | 12/13/02    | Intent-to-use app. was abandoned per client instructions; PTO issued Notice of Abandonment 2/23/04.   | 39222.5600     |
| <b>SCOOP</b>                      | 76/457457          |                  |                   | 10/10/02    | Use-based app. for franchising services abandoned per C. Ward's instructions; deemed abandoned by PTO 9/22/03.  | 39222.2300     |
| THE CREAMERY                      | 76/457455          |                  |                   | 10/10/02    | Use-based app. for franchising services abandoned per C. Ward's instructions; deemed abandoned by PTO 9/22/03.  | 39222.2400     |
| RASPBERRY TRUFFLE TWIST           | 78/156433          |                  |                   | 8/21/2002   | Use-based app. was filed 8/02, but mark no longer in use per Bast & Schutz 3/03; app deemed abandoned by PTO 9/22/03.   | 39222.3400     |
| BOSTON'S CREAMIEST CREATION       | 78/156488          |                  |                   | 8/21/2002   | Use-based app. was filed 8/02, but mark no longer in use per Bast & Schutz 3/03; received Notice of Abandonment issued by PTO on 9/22/03.                         | 39222.3800     |
| TROPICAL SENSATION                | 78/156445          |                  |                   | 8/21/2002   | Use-based app. was filed 8/02, but no longer in use per Bast & Schutz 3/03; deemed abandoned by PTO on 9/6/03.  | 39222.3500     |
| DULCE DE LECHE DIVINITY           | 78/156312          |                  |                   | 8/21/2002   | Use-based app. was filed 8/02, but no longer in use per Bast & Schutz 3/03; deemed abandoned by PTO on 8/26/03.   | 39222.3200     |

| Mark                                    | U.S. Serial Number | U.S. Reg. Number      | Registration Date | Filing Date | Status   | S&W Docket No. |
|---|--------------------|-----------------------|-------------------|-------------|--|----------------|
| CARAMEL APPLE CRUNCH                    | N/A                |                       |                   | N/A         | Preliminarily cleared 3/03 for use as <b>Creations</b> name, but per S. Schutz 6/03, mark is NOT in use.   | N/A            |
| PUMPKIN SMASH                           | 78/156712          |                       |                   | 8/22/2002   | CSC's Federal app. was expressly abandoned 3/03.   | 39222.4400     |
| ULTIMATE BUCKET                         | 76/141606          | N/A                   | N/A               | 10/2/2000   | Federal app. abandoned 2/7/02  | N/A            |
| CAPTAIN COLD STONE                      | 76/192774          | N/A                   | N/A               | 1/10/2001   | Federal app. for entertainment services abandoned  | N/A            |
| CAPTAIN COLD STONE                      | 76/055310          | N/A                   | N/A               | 5/24/2000   | Federal app. for restaurant services abandoned   | N/A            |
| SCOOPS                                  | 76/141607          | N/A                   | N/A               | 10/2/2000   | Abandoned app. for restaurant services   | N/A            |
| THE CREAMERY                            | 76/144472          | N/A                   | N/A               | 10/3/2000   | Abandoned app. for restaurant services   | N/A            |
| SHARE THE PASSION                       | N/A                | N/A                   | N/A               | N/A         | Not adopted?   | N/A            |
| ICE CREAM UNIVERSITY                    | N/A                | N/A                   | N/A               | N/A         | Internal use only  | N/A            |
| <b>COLD STONE<br/>CREAMERY</b>          |                    | 1784632<br>(canceled) | 07/27/93          |             | CSC's earliest reg. for "restaurant and ice cream store services" was in force from July 1993 to July 2000. <u>First use &amp; First use in commerce of December 1988.</u> | N/A            |
| 10 MINUTE VACATION                      |                    | 2160423<br>(canceled) | 05/26/98          |             | Mark no longer in use per S. Schutz 7/03, reg. was canceled as of 3/5/05.  | 39222.0800     |
| IF YOU CAN DREAM IT WE CAN ICE CREAM IT |                    | 2160424<br>(canceled) | 05/26/98          |             | Mark no longer in use per S. Schutz 7/03, reg. was canceled as of 3/5/05.  | 39222.0900     |
| HOT FUDGE MONDAE                        |                    | 2173001<br>(canceled) | 07/14/98          |             | Mark no longer in use per S. Schutz 7/03; reg. was canceled as of 4/16/05.   | 39222.1000     |
| COLD STONE LTD. TM/SM                   | Never filed        |                       |                   | Never filed | Preparation of new intent-to-use application was underway as of 9/8/05, but elected not to pursue.   | 39222.8400     |

**EXHIBIT "C"**  
(See Section 3.13 of Security Agreement)

**LIST OF PLEDGED SECURITIES**

None.

**EXHIBIT "D"**

(See Section 4.4 of the Security Agreement)

**LIST OF CUSTODY AND BROKER ACCOUNTS**

Schwab One Account

A/C# 4208-6407

In the name of

Cold Stone Creamery Restaurant

Attention: Doug Ducey

20421 N. 93rd Place

Scottsdale, Arizona 85255-6621

Assigned to Cold Stone Creamery, Inc.