

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auntie Anne's, Inc.		11/05/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3360662	AUNTIE ANNE'S PRETZEL PERFECT	
Registration Number:	3345712	AUNTIE ANNE'S PRETZEL PERFECT	
Registration Number:	3327214	AUNTIE ANNE'S	
Registration Number:	3327212	AUNTIE ANNE'S PRETZEL PERFECT	
Registration Number:	3021890	AUNTIE ANNE'S STADIUM PRETZELS	
Registration Number:	2599642	AUNTIE ANNE'S CRE AMO	
Registration Number:	2056059	DUTCH ICE	
Registration Number:	2748693	AUNTIE ANNE'S CRE AMO CLASSIC CONES	
Serial Number:	76081645	VAN DOUGH'S COOKIE	
Registration Number:	2505372	SHOOKIE	
Registration Number:	2413206	COOKIE FARM	
Registration Number:	2302888	MAKING THE WORLD A BETTER TASTING PLACE	
Registration Number:	2596123		
Serial Number:	78804629		

OP \$815.00 3360662

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Serial Number:	78060618	
Registration Number:	2130367	AUNTIE ANNE'S
Registration Number:	1920021	AUNTIE ANNE'S
Registration Number:	1984997	
Registration Number:	1740051	AUNTIE ANNE'S
Registration Number:	1821570	GLAZIN' RAISIN
Registration Number:	1736872	AUNTIE ANNE'S HAND-ROLLED SOFT PRETZELS
Registration Number:	3327216	
Serial Number:	78060048	AUNTIE ANNE'S CRE AMO
Registration Number:	1727940	BETTER THAN THE BEST YOU'VE EVER TASTED
Registration Number:	3410695	
Registration Number:	2613558	AUNTIE ANNE'S CRE AMO
Registration Number:	1736871	AUNTIE ANNE'S
Registration Number:	1920020	
Serial Number:	85004150	
Registration Number:	2327693	LOTS OF GOOD THINGS GOING ON
Serial Number:	76063575	KIDS STIX
Registration Number:	2514260	AUNTIE ANNE'S AT HOME

#### CORRESPONDENCE DATA

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-370-4761  
 Email: ecallahan@nationalcorp.com  
 Correspondent Name: Elspeth Callahan  
 Address Line 1: 1100 G St NW Suite 420  
 Address Line 2: National Corporate Research  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F130168
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	11/08/2010

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of November 5, 2010, between AUNTIE ANNE'S, INC., a Pennsylvania corporation (the "**Grantor**"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Focus Brands Inc. (the "**Borrower**"), Focus Brands Holdings Inc., the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement dated as of November 5, 2010 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of November 5, 2010 (as amended and/or supplemented from time to time, the "**Guarantee and Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be

granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AUNTIE ANNE'S, INC.

By: 

Name: Russell Umphenour

Title: Chief Executive Officer

*[Signature page to Trademark Security Agreement]*

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By:

  
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By:

  
Name: KEVIN BUDDHDEW  
Title: ASSOCIATE

[Signature page to Trademark Security Agreement - Auntie Anne's]

**Schedule 1**  
**to Trademark Security Agreement**

**AUNTIE ANNE'S, INC.**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	
Dutch Treats	USA					
Dutch Smoothie	USA					
Auntie Anne's Old Fashioned Lemonade	USA					
WindUpz	USA					
Auntie Anne's Pretzel Dog	USA					
Auntie Anne's Pretzel Perfect	USA	78800202	1/26/2006	3360662	12/25/2007	1
Auntie Anne's Pretzel Perfect	USA	78800090	1/26/2006	3345712	11/27/2007	2
Design	USA	78804517	2/1/2006	3327214	10/30/2007	3
Design w/Halo Design	USA	78804441	2/1/2006	3327212	10/30/2007	4
FruitSlush	USA					
Dutch Shake	USA					
Auntie Anne's Stadium Pretzels	USA	78361152	2/2/2004	3021890	11/29/2005	5
Cre-amo Quake - abandoned	USA					
Auntie Anne's Stix	USA					
Dutch Latte	USA					
Stix	USA					
Smart Bites	USA					
Auntie Anne's Cre-amo	USA	78/060025	4/24/2001	2599642	7/23/2002	6



Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	
Funnelz	USA					
Auntie Anne's Smart Bites	USA					
Homemade At The Mall	USA					
Cookie Farm Logo – abandoned	USA					
SmartStix	USA					
Best Reason To Go To The Mall	USA					
Auntie Anne's Café – abandoned	USA					
FruitFreeze	USA					
Dutch Ice	USA	74/671947	5/10/1995	2056059	4/22/1997	7
Logo	USA	78/066544	5/31/2001	2748693	8/5/2003	8
abandoned	USA					
Van Dough's Cookie – abandoned	USA	76/081645	6/29/2000			9
Shookie – abandoned	USA	75/853846	11/22/1999	2505372	11/6/2001	10
Cookie Farm – abandoned	USA	75/743578	7/2/1999	2413206	12/12/2000	11
abandoned, no longer in use	USA	75/494136	6/1/1998	2302888	12/21/1999	12
abandoned	USA	78/061078	4/30/2001	2596123	7/16/2002	13
Frame Design	USA	78804629	2/1/2006			14
Cookie Icon – abandoned	USA	78/060618	4/26/2001			15
Auntie Anne's Closed Design	USA	75/219727	12/30/1996	2130367	1/20/1998	16
Auntie Anne's with Pretzel Design	USA	74/542279	6/24/1994	1920021	9/19/1995	17
Checkerboard blue/white Design	USA	74/544254	6/24/1994	1984997	7/9/1996	18
Auntie Anne's	USA	74/251955	3/4/1992	1740051	12/15/1992	19

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	
Glazin Raisin	USA	74/392885	5/20/1993	1821570	2/15/1994	20
with Pretzel Design	USA	74/257432	3/20/1992	1736872	12/1/1992	21
Pretzel Design w/Halo	USA	78804547	2/1/2006	3327216	10/30/2007	22
Auntie Anne's Cre-amo	USA	78/060048	4/24/2001			23
Better Than The Best You've Ever Tasted	USA	74/251958	3/4/1992	1727940	10/27/1992	24
Checkerboard w/Border	USA	78818645	2/20/2006	3410695	4/8/2008	25
Auntie Anne's Cre-amo	USA	78/060095	4/24/2001	2613558	8/27/2002	26
Auntie Anne's stylized	USA	74/257431	3/20/1992	1736871	12/1/1992	27
Blue Pretzel Design	USA	74/541974	6/24/1994	1920020	9/19/1995	28
Diamond Checkerboard Design	USA	85004150	4/1/2010			29
ABANDONED	USA	75/405323	12/15/1997	2327693	3/14/2000	30
Kids Stix – abandoned	USA	76/063575	6/5/2000			31
Auntie Anne's At Home	USA	75/928810	2/19/2000	2514260	12/4/2001	32

### TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
None			