

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Security Interest in Trademark Rights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		12/03/2010	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DD IP HOLDER LLC		
Street Address:	130 Royall Street		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3399798	AMERICA RUNS ON DUNKIN'	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-596-9530		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Matthew E. Black, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	LTQC-017-009 DUNKIN		
NAME OF SUBMITTER:	Matthew E. Black		
Signature:	/Matthew E. Black/		
Date:	12/03/2010		

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE is dated as of December 8, 2010, from CITIBANK, N.A., a national banking association located at 388 Greenwich Street, 14th Floor, New York, NY 10013, as trustee (the "Trustee"), to DD IP HOLDER LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Base Indenture, dated as of May 26, 2006, and the related transaction documents (the "Base Indenture"), a security interest (the "Security Interest") was granted by the Grantor to the Trustee to certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, the Security Interest granted by Grantor pursuant to the Base Indenture was recorded by the United States Patent and Trademark Office, Trademark Division, on December 14, 2007, at Reel 3678, Frame 0868, and further recorded on December 27, 2007, at Reel 3685, Frame 0312;

WHEREAS, the Trustee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Base Indenture, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Trustee hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Base Indenture.

2. Release of Security Interest. The Trustee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Trustee in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in the Trademark Collateral by its duly authorized officer as of the date first written above.

CITIBANK, N.A., as Trustee

By: *Kristen Driscoll*
Name: Kristen Driscoll
Title: Vice President

STATE OF New York)
) ss.
COUNTY OF New York)

On this 16th day of November, 2010, before me, a notary public, the undersigned officer personally appeared, Kristen Darsch, known to me (or satisfactorily proven) to be the Vice President of CITIBANK, N.A., that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Signature of Notary Public

Print or Stamp Name of Notary Public

Ray A. Towns
Notary Public, State of New York
NO.51-0170-865619
Qualified in New York County
Commission Expires July 14, 2014

Notary Public in and for the State of New York
residing at New York County
My appointment expires 7/14/2014

Acting in the County of: New York

SCHEDULE A

U.S. Trademark Registrations

Mark	App. No.	App. Date	Reg. No.	Reg. Date
AMERICA RUNS ON DUNKIN'	78798803	25-Jan-06	3399798	18-Mar-08