

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
BR IP HOLDER LLC		12/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BASKIN-ROBBINS FLAVORS 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:	1424127	FLAVOR FORCES	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-596-9000		
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 3, 2010, from BR IP HOLDER LLC, a Delaware limited liability company (the "Secured Party"), to BASKIN-ROBBINS FLAVORS LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the BR Flavors Contribution Agreement, dated as of May 26, 2006, (the "Contribution Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Secured Party to certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, the Security Interest granted by Grantor pursuant to the Contribution Agreement was recorded by the United States Patent and Trademark Office, Trademark Division, on May 26, 2006 at Reel 3319, Frame 0066;

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

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party 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 Contribution Agreement.

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

3. Further Assurances. The Secured Party 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.

BR IP HOLDER LLC

By: 

Name: L.J. Remillard, Jr.

Title: Assistant Secretary

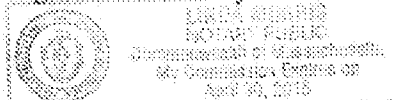
STATE OF MASSACHUSETTS)
) ss.
COUNTY OF Norfolk)

On this 18th day of November, 2010, before me, a notary public, the undersigned officer personally appeared J. J. [unclear], known to me (or satisfactorily proven) to be the ASSISTANT of BR IF HOLDER LLC, 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.

[Handwritten Signature]

Signature of Notary Public



Print or Stamp Name of Notary Public

Notary Public in and for the State of _____

residing at CARVER, MA

My appointment expires _____

Acting in the County of: Norfolk

SCHEDULE A

U.S. Trademark Registrations

Mark	App. No.	App. Date	Reg. No.	Reg. Date
FLAVOR FORCES DEVICE	73/531088	8-Apr-85	1424127	6-Jan-87