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
CARVEL CORPORATION		02/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	3033162	A TASTE OF CARVEL
Registration Number:	3473413	ARCTIC BLENDERS
Registration Number:	2906609	BANANA BARGE
Registration Number:	3110700	
Registration Number:	0970876	BROWN BONNET
Registration Number:	3049986	BROWN BONNET
Registration Number:	3067554	
Registration Number:	1235544	
Registration Number:	0716227	CARVEL
Registration Number:	0716302	CARVEL
Registration Number:	0729798	CARVEL
Registration Number:	0737303	CARVEL
Registration Number:	0738025	CARVEL
Registration Number:	0779180	CARVEL

OP $1940.00 3033162

Registration Number:	3240469	CARVEL
Registration Number:	3657900	CARVEL
Registration Number:	3657898	CARVEL
Registration Number:	3657899	CARVEL
Registration Number:	2510923	CARVEL
Registration Number:	2510924	CARVEL
Registration Number:	0723983	CARVEL
Registration Number:	0751383	CARVEL
Registration Number:	0762815	CARVEL
Registration Number:	3145857	CARVEL CRUNCH
Registration Number:	3286285	CARVEL FLYING SAUCER, THEY'RE OUT OF THIS WORLD
Registration Number:	3286284	CARVEL SINFUL LOVE BAR
Registration Number:	3272285	CARVEL. . .AMERICA'S FRESHEST ICE CREAM
Registration Number:	2805822	CARVELANCHE
Registration Number:	3670573	CARVELATTES
Registration Number:	4092054	CARVELITE
Registration Number:	0844700	CARVELOG
Registration Number:	0834068	CHERRY BONNET
Registration Number:	0965716	CHERRY BONNET
Registration Number:	2109457	CHIPSTERS
Registration Number:	1306261	COOKIE PUSS
Registration Number:	3125055	
Registration Number:	3244462	
Registration Number:	3142186	DASHERS
Registration Number:	0737304	
Registration Number:	1321586	
Registration Number:	1334929	
Registration Number:	1321592	
Registration Number:	2551481	FIZZLERS
Registration Number:	3135817	FLYING SAUCER
Registration Number:	3137015	FLYING SAUCER
Registration Number:	3327970	FLYING SAUCER
Registration Number:	0949961	FLYING SAUCER
Registration Number:	3034740	FUDGIE FANATICS
Registration Number:	1342998	FUDGIE THE WHALE

	3258658	FUDGIE THE WHALE
Serial Number:	85340846	FUNDAY SUNDAE BAR
Registration Number:	2276742	GAME BALL
Registration Number:	1379376	HUG ME THE BEAR
Registration Number:	3674184	ICEBERGS
Registration Number:	2895682	IT'S WHAT HAPPY TASTES LIKE
Registration Number:	3011145	IT'S WHAT HAPPY TASTES LIKE.
Registration Number:	2264542	LIL' LOVE
Registration Number:	3664804	LIL' ROUNDERS
Registration Number:	2555920	LOVE & LAUGHTER
Registration Number:	3266977	
Registration Number:	3266963	
Registration Number:	3266962	
Registration Number:	3264843	
Registration Number:	3157701	MOTHER EARTH
Registration Number:	3028856	NUTTY THE GHOST
Registration Number:	3079316	ORANGE BREEZE
Registration Number:	2956550	SLICE MMMS
Registration Number:	3118485	
Registration Number:	3213185	SUNDAE DASHERS
Registration Number:	1213375	SUPER-PAK
Registration Number:	0972509	THINNY-THIN
Registration Number:	1341212	TOM THE TURKEY
Registration Number:	3115437	
Registration Number:	2918968	UPTOWN SMOOTHIES
Registration Number:	2514557	WEDNESDAY IS SUNDAE
Registration Number:	2914177	WE'RE CREAMY. WE'RE CRUNCHY. WE'RE CARVEL.
Registration Number:	3094986	

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Phone: 2023704761
Email: tfahey@nationalcorp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420

Address Line 2:	National Corporate Research
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F138170
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	03/01/2012

Total Attachments: 7
source=1L.TSA.Carvel.Corporation#page2.tif
source=1L.TSA.Carvel.Corporation#page3.tif
source=1L.TSA.Carvel.Corporation#page4.tif
source=1L.TSA.Carvel.Corporation#page5.tif
source=1L.TSA.Carvel.Corporation#page6.tif
source=1L.TSA.Carvel.Corporation#page7.tif
source=1L.TSA.Carvel.Corporation#page8.tif

TRADEMARK SECURITY AGREEMENT

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

TRADEMARK SECURITY AGREEMENT dated as of February 21, 2012, between CARVEL CORPORATION, a Delaware 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 First Lien Credit Agreement dated as of February 21, 2012 (as amended from time to time, the "***Credit Agreement***");

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of February 21, 2012 (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.

CARVEL CORPORATION

By: _____

Name: Russell Umphenour, Jr.
Title: Chief Executive Officer

Signature Page to First Lien Trademark Security Agreement
[Carvel Corporation]

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 First Lien Trademark Security Agreement
[Carvel Corporation]

CARVEL CORPORATION
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
A TASTE OF CARVEL and Design	USA	78/461619	04-Aug-04	3033162	20-Dec-05
ARCTIC BLENDERS	USA	77/209858	19-Jun-07	3473413	22-Jul-08
BANANA BARGE	USA	78/315731	20-Oct-03	2906609	30-Nov-04
Miscellaneous Design	USA	78/460481	02-Aug-04	3110700	27-Jun-06
BROWN BONNET	USA	72/428778	29-Jun-72	0970876	16-Oct-73
BROWN BONNET	USA	78/531368	13-Dec-04	3049986	24-Jan-06
Miscellaneous Design	USA	78/460415	02-Aug-04	3067554	14-Mar-06
Miscellaneous Design	USA	73/213639	30-Apr-79	1235544	19-Apr-83
CARVEL	USA	72/089133	18-Jan-60	0716227	30-May-61
CARVEL	USA	72/089132	18-Jan-60	0716302	06-Jun-61
CARVEL (stylized)	USA	72/089131	18-Jan-60	0729798	10-Apr-62
CARVEL (stylized)	USA	72/136886	30-Jan-62	0737303	04-Sep-62
CARVEL (stylized)	USA	72/137040	01-Feb-62	0738025	18-Sep-62
CARVEL (stylized)	USA	72/187475	26-Feb-64	0779180	27-Oct-64
CARVEL	USA	78/529825	09-Dec-04	3240469	08-May-07
CARVEL	USA	77/653217	21-Jan-09	3657900	21-Jul-09
CARVEL	USA	77/653186	21-Jan-09	3657898	21-Jul-09
CARVEL	USA	77/653209	21-Jan-09	3657899	21-Jul-09
CARVEL and Design	USA	75/663269	10-Aug-99	2510923	20-Nov-01
CARVEL and Design	USA	75/663270	10-Aug-99	2510924	20-Nov-01
CARVEL	USA	72/089134	18-Jan-60	0723983	14-Nov-61
CARVEL and Design	USA	72/134610	26-Dec-61	0751383	18-Jun-63
CARVEL and Design	USA	72/134609	26-Dec-61	0762815	07-Jan-64
CARVEL CRUNCH	USA	76/514670	16-May-03	3145857	19-Sep-06
CARVEL FLYING SAUCER, THEY'RE OUT OF THIS WORLD	USA	78/925217	09-Jul-06	3286285	28-Aug-07
CARVEL SINFUL LOVE BAR	USA	78/925215	09-Jul-06	3286284	28-Aug-07
CARVEL...AMERICA'S FRESHEST ICE CREAM	USA	78/925206	09-Jul-06	3272285	31-Jul-07
CARVELANCHE	USA	78/143569	12-Jul-02	2805822	13-Jan-04
CARVELATTES	USA	77/497191	12-Jun-08	3670573	18-Aug-09
CARVELITE	USA	85163786	21-Aug-10	4092054	24-Jan-12
CARVELOG	USA	72/267010	17-Mar-67	0844700	20-Feb-68
CHERRY BONNET	USA	72/238835	15-Feb-66	0834068	22-Aug-67
CHERRY BONNET	USA	72/437367	02-Oct-72	0965716	07-Aug-73
CHIPSTERS	USA	74/647085	15-Mar-95	2109457	28-Oct-97
COOKIE PUSS	USA	73/423566	28-Apr-83	1306261	20-Nov-84
Miscellaneous Design	USA	78/460525	02-Aug-04	3125055	01-Aug-06
Miscellaneous Design	USA	78/890172	23-May-06	3244462	22-May-07
DASHERS and Design	USA	78/739517	24-Oct-05	3142186	12-Sep-06
Miscellaneous Design	USA	72/136887	30-Jan-62	0737304	04-Sep-62
Miscellaneous Design	USA	73/435972	25-Jul-83	1321586	19-Feb-85
Miscellaneous Design	USA	73/438383	08-Aug-83	1334929	07-May-85
Miscellaneous Design	USA	73/436171	25-Jul-83	1321592	19-Feb-85
FIZZLERS	USA	75/606571	16-Dec-98	2551481	26-Mar-02
FLYING SAUCER	USA	78/720054	25-Sep-05	3135817	29-Aug-06
FLYING SAUCER	USA	78/529860	09-Dec-04	3137015	29-Aug-06
FLYING SAUCER	USA	78/962956	29-Aug-06	3327970	30-Oct-07
FLYING SAUCER and Design	USA	72/412980	08-Nov-71	0949961	02-Jan-73

FUDGIE FANATICS	USA	78/443045	29-Jun-04	3034740	27-Dec-05
FUDGIE THE WHALE (stylized)	USA	73/434460	14-Jul-83	1342998	18-Jun-85
FUDGIE THE WHALE	USA	78/962959	29-Aug-06	3258658	03-Jul-07
FUNDAY SUNDAE BAR	USA	85340846	8-Jun-11		
GAME BALL	USA	75/451986	31-Dec-98	2276742	07-Sep-99
HUG ME THE BEAR (stylized)	USA	73/434462	14-Jul-83	1379376	21-Jan-86
ICEBERGS	USA	77/512068	01-Jul-08	3674184	25-Aug-09
IT'S WHAT HAPPY TASTES LIKE	USA	78/301465	17-Sep-03	2895682	19-Oct-04
IT'S WHAT HAPPY TASTES LIKE.	USA	78/464836	10-Aug-04	3011145	01-Nov-05
LIL' LOVE	USA	75/452256	18-Mar-98	2264542	27-Jul-99
LIL' ROUNDERS	USA	77/513108	02-Jul-08	3664804	04-Aug-09
LOVE & LAUGHTER	USA	76/286676	17-Jul-01	2555920	02-Apr-02
Miscellaneous Design	USA	78/962932	29-Aug-06	3266977	17-Jul-07
Miscellaneous Design	USA	78/945878	06-Aug-06	3266963	17-Jul-07
Miscellaneous Design	USA	78/945877	06-Aug-06	3266962	17-Jul-07
Miscellaneous Design	USA	78/962966	29-Aug-06	3264843	17-Jul-07
MOTHER EARTH	USA	78/733677	14-Oct-05	3157701	17-Oct-06
NUTTY THE GHOST	USA	78/531401	13-Dec-04	3028856	13-Dec-05
ORANGE BREEZE	USA	78/599832	01-Apr-05	3079316	11-Apr-06
SLICE MMMS	USA	76/534707	21-Jul-03	2956550	31-May-05
Miscellaneous Design	USA	78/460441	02-Aug-04	3118485	18-Jul-06
SUNDAE DASHERS	USA	78/875743	03-May-06	3213185	27-Feb-07
SUPER-PAK (stylized)	USA	73/229046	27-Aug-79	1213375	19-Oct-82
THINNY-THIN (stylized)	USA	72/438331	13-Oct-72	0972509	06-Nov-73
TOM THE TURKEY (stylized)	USA	73/434466	14-Jul-83	1341212	11-Jun-85
Miscellaneous Design	USA	78/460498	02-Aug-04	3115437	11-Jul-06
UPTOWN SMOOTHIES	USA	78/315800	20-Oct-03	2918968	18-Jan-05
WEDNESDAY IS SUNDAE	USA	76/050143	16-May-00	2514557	04-Dec-01
WE'RE CREAMY. WE'RE CRUNCHY. WE'RE CARVEL.	USA	76/493534	28-Feb-03	2914177	28-Dec-04
Miscellaneous Design	USA	78/460574	02-Aug-04	3094986	23-May-06

TRADEMARK LICENSES

Licensee Name	Licensor Name	Agreement	Contract Status	Agreement Date
Rich Products Corporation	Carvel Corporation	License Agreement	Effective	12/28/2010
Mattel, Inc.	Carvel Corporation	License Agreement (Hot Wheels cars)	Effective	4/1/2011