

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
SCHLOTZSKY'S FRANCHISE LLC		02/21/2012	LIMITED LIABILITY COMPANY: GEORGIA
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: 31			
Property Type	Number	Word Mark	
Registration Number:	1385566	A WHOLE WORLD OF FLAVORS IN EVERY BITE	
Registration Number:	1528939	BAKED DAILY FRESH	
Registration Number:	1940035	BEST BUNS IN TOWN	
Registration Number:	1375154	BUN RUN	
Registration Number:	2496141	COOL DELI	
Registration Number:	2734486	EAT LOCALLY CONNECT GLOBALLY	
Registration Number:	4087846	EVERY BITE SCHLOTZSKY'S LOTZ BETTER	
Registration Number:	3104074	FRESH-FROM-SCRATCH	
Registration Number:	3153384	FRESH-FROM-SCRATCH	
Registration Number:	2041225	FUNNY NAME. SERIOUS SANDWICH.	
Registration Number:	3349068	JUST HAULIN' BUNS!	
Registration Number:	3603345	LOTZ BETTER	
Registration Number:	2044593		
Registration Number:	1956280	RUN YOUR BUNS OFF	

TRADEMARK

Registration Number:	1147774	SCHLOTZSKY
Registration Number:	4087842	SCHLOTZSKY'S BETTER
Registration Number:	1150687	SCHLOTZSKY'S
Registration Number:	1337033	SCHLOTZSKY'S
Registration Number:	1775366	SCHLOTZSKY'S
Registration Number:	3182401	SCHLOTZSKY'S
Registration Number:	3879948	SCHLOTZSKY'S
Registration Number:	3980366	SCHLOTZSKY'S
Registration Number:	4000735	SCHLOTZSKY'S
Registration Number:	1252537	SCHLOTZSKY'S
Registration Number:	3059809	SCHLOTZSKY'S
Registration Number:	2235917	SCHLOTZSKY'S DELI
Registration Number:	2641418	SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORIGINAL SANDWICH EST. 1971
Registration Number:	1649784	SERIOUS PIZZA
Registration Number:	3204908	THE ORIGINAL
Registration Number:	1632660	TOP BUN
Registration Number:	1632407	TOP BUN

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: 6

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TRADEMARK SECURITY AGREEMENT

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

TRADEMARK SECURITY AGREEMENT dated as of February 21, 2012, between SCHLOTZSKY'S FRANCHISE LLC, a Georgia limited liability company (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.

SCHLOTZSKY'S FRANCHISE LLC

By: _____

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

*Signature Page to First Lien Trademark Security Agreement
[Schlotzsky's Franchise LLC]*

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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
[Schlotzsky's Franchise LLC]*

TRADEMARK
REEL: 004727 FRAME: 0392

SCHLOTZSKY'S FRANCHISE LLC
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
A WHOLE WORLD OF FLAVORS IN EVERY BITE	USA	73/552444	08-Aug-85	1385566	4-Mar-86
BAKED DAILY FRESH and Design	USA	73/703769	04-Jan-88	1528939	7-Mar-89
BEST BUNS IN TOWN	USA	74/622354	17-Jan-95	1940035	5-Dec-95
BUN RUN	USA	73/526814	14-Mar-85	1375154	10-Dec-85
COOL DELI	USA	76/127282	13-Sep-00	2496141	9-Oct-01
EAT LOCALLY CONNECT GLOBALLY	USA	76/443197	23-Aug-02	2734486	8-Jul-03
EVERY BITE SCHLOTZSKY'S LOTZ BETTER and Design	USA	85/346309	14-Jun-11	4087846	17-Jan-12
FRESH-FROM-SCRATCH	USA	78/745769	02-Nov-05	3104074	13-Jun-06
FRESH-FROM-SCRATCH	USA	78/665099	06-Jul-05	3153384	10-Oct-06
FUNNY NAME. SERIOUS SANDWICH.	USA	74/662750	18-Apr-95	2041225	25-Feb-97
JUST HAULIN' BUNS!	USA	76/662183	27-Jun-06	3349068	4-Dec-07
LOTZ BETTER	USA	77/223793	06-Jul-07	3603345	7-Apr-09
Miscellaneous Design	USA	74/648754	20-Mar-95	2044593	11-Mar-97
RUN YOUR BUNS OFF	USA	74/648753	20-Mar-95	1956280	13-Feb-96
SCHLOTZSKY	USA	73/184259	01-Sep-78	1147774	24-Feb-81
SCHLOTZSKY'S BETTER (stylized)	USA	85/346286	14-Jun-11	4087842	17-Jan-12
SCHLOTZSKY'S	USA	73/184241	01-Sep-78	1150687	7-Apr-81
SCHLOTZSKY'S	USA	73/505952	29-Oct-84	1337033	21-May-85
SCHLOTZSKY'S	USA	74/328161	02-Nov-92	1775366	8-Jun-93
SCHLOTZSKY'S	USA	76/653611	13-Jan-06	3182401	12-Dec-06
SCHLOTZSKY'S	USA	85/014872	15-Apr-10	3879948	23-Nov-10
SCHLOTZSKY'S	USA	85/012976	13-Apr-10	3980366	21-Jun-11
SCHLOTZSKY'S	USA	85/012907	13-Apr-10	4000735	26-Jul-11
SCHLOTZSKY'S and Design	USA	73/358062	05-Apr-82	1252537	27-Sep-83
SCHLOTZSKY'S and Design	USA	76/573930	04-Feb-04	3059809	21-Feb-06
SCHLOTZSKY'S DELI	USA	75/464596	08-Apr-98	2235917	30-Mar-99
SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORIGINAL SANDWICH EST. 1971 and Design	USA	75/464796	08-Apr-98	2641418	29-Oct-02
SERIOUS PIZZA	USA	74/046166	05-Apr-90	1649784	02-Jul-91
THE ORIGINAL	USA	76/657971	06-Apr-06	3204908	06-Feb-07
TOP BUN	USA	73/733357	09-Jun-88	1632660	22-Jan-91
TOP BUN	USA	73/733859	13-Jun-88	1632407	22-Jan-91

TRADEMARK LICENSES

Licensee Name	Licensor Name	Agreement	Contract Status	Agreement Date
JDC Foods LLC	Schlotzsky's Franchise LLC	License Agreement (meats and cheeses)	Effective	10/27/2009