

## 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
CINNABON, INC.		02/21/2012	CORPORATION: WASHINGTON
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: 32			
Property Type	Number	Word Mark	
Registration Number:	2199951	CAMEL PECANBON	
Registration Number:	3094122	CAMEL PECANBON	
Registration Number:	3123752	CAMELATTACHILL	
Registration Number:	3439741	CHILLATTAS	
Registration Number:	1424169	CINNABON	
Registration Number:	2137495	CINNABON	
Registration Number:	3074505	CINNABON	
Registration Number:	3218506	CINNABON	
Registration Number:	3360336	CINNABON	
Registration Number:	3397317	CINNABON	
Registration Number:	3815170	CINNABON	
Registration Number:	3845532	CINNABON	
Registration Number:	3848363	CINNABON	
Registration Number:	3061125	CINNABON	

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Registration Number:	3197342	CINNABON
Registration Number:	3421489	CINNABON
Registration Number:	3601985	CINNABON STIX
Serial Number:	85322851	CINNABON SWEET SHOPPE
Registration Number:	2304346	CINNABON WORLD FAMOUS CINNAMON ROLLS
Registration Number:	3130799	CINNABON WORLD FAMOUS CINNAMON ROLLS
Registration Number:	2098432	
Serial Number:	85515671	CINNAPACK
Registration Number:	2953570	CINNAPOPPERS
Registration Number:	2946799	CINNAPRETZEL
Registration Number:	3670520	LIFE NEEDS FROSTING
Registration Number:	3758395	LIFE NEEDS FROSTING
Registration Number:	1921083	MAKARA
Registration Number:	2147818	MINIBON
Registration Number:	1657550	MOCHALATTA CHILL
Registration Number:	3004299	STRAWBERRY MINIBON
Registration Number:	3014148	TROPICAL BLAST
Registration Number:	2029844	WORLD FAMOUS CINNAMON ROLLS

#### 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**  
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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 CINNABON, INC., a Washington 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 Second Lien Credit Agreement dated as of February 21, 2012 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Second 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.

CINNABON, INC.

By: 

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

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 Second Lien Trademark Security Agreement  
[Cinnabon, Inc.]*

**TRADEMARK**  
**REEL: 004728 FRAME: 0039**

**CINNABON, INC.**

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

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
CARAMEL PECANBON	USA	75/400607	05-Dec-97	2199951	27-Oct-98
CARAMEL PECANBON	USA	78/447195	07-Jul-04	3094122	16-May-06
CARAMELATTA CHILL	USA	78/752376	11-Nov-05	3123752	01-Aug-06
CHILLATTAS	USA	77/263830	24-Aug-07	3439741	03-Jun-08
CINNABON	USA	73/591336	03-Apr-86	1424169	06-Jan-87
CINNABON	USA	75/279353	22-Apr-97	2137495	17-Feb-98
CINNABON	USA	78/401475	14-Apr-04	3074505	28-Mar-06
CINNABON	USA	78/165483	18-Sep-02	3218506	13-Mar-07
CINNABON	USA	78/095775	29-Nov-01	3360336	25-Dec-07
CINNABON	USA	77/098015	02-Feb-07	3397317	18-Mar-08
CINNABON	USA	77/583364	01-Oct-08	3815170	06-Jul-10
CINNABON	USA	77/020724	13-Oct-06	3845532	07-Sep-10
CINNABON	USA	77/583342	01-Oct-08	3848363	14-Sep-10
CINNABON and Design	USA	78/401487	14-Apr-04	3061125	21-Feb-06
CINNABON and Design	USA	78/447250	07-Jul-04	3197342	09-Jan-07
CINNABON and Design	USA	77/109719	16-Feb-07	3421489	06-May-08
CINNABON STIX	USA	77/556761	27-Aug-08	3601985	07-Apr-09
CINNABON SWEET SHOPPE	USA	85/322851	17-May-11		
CINNABON WORLD FAMOUS CINNAMON ROLLS and Design	USA	75/647375	24-Feb-99	2304346	28-Dec-99
CINNABON WORLD FAMOUS CINNAMON ROLLS and Design	USA	78/447234	07-Jul-04	3130799	15-Aug-06
Miscellaneous Design	USA	75/020660	16-Nov-95	2098432	16-Sep-97
CINNAPACK	USA	85/515671	13-Jan-12		
CINNAPOPPERS	USA	78/286674	13-Aug-03	2953570	17-May-05
CINNAPRETZEL	USA	78/315926	20-Oct-03	2946799	03-May-05
LIFE NEEDS FROSTING	USA	77/480772	21-May-08	3670520	18-Aug-09
LIFE NEEDS FROSTING	USA	77/480782	21-May-08	3758395	09-Mar-10
MAKARA	USA	74/418259	27-Jul-93	1921083	19-Sep-95
MINIBON	USA	75/291070	13-May-97	2147818	31-Mar-98
MOCHALATTA CHILL	USA	74/061605	22-May-90	1657550	17-Sep-91
STRAWBERRY MINIBON	USA	78/471002	20-Aug-04	3004299	04-Oct-05
TROPICAL BLAST	USA	78/424393	25-May-04	3014148	08-Nov-05
WORLD FAMOUS CINNAMON ROLLS	USA	74/734362	26-Sep-95	2029844	14-Jan-97



## TRADEMARK LICENSES

Licensee Name	Focus Brands Entity	Agreement	Contract Status	Agreement Date
ACH Food Companies, Inc.	Cinnabon, Inc.	License Agreement (various dry products)	Effective	8/20/2010
B&G Foods, Inc.	Cinnabon, Inc.	License Agreement for Cream of Wheat	Effective	3/29/2010
Burger King Corp.	Cinnabon, Inc.	License Agreement (Minibon Test Program)	Effective	12/7/2011
Carvel Corporation	Cinnabon, Inc.	License Agreement (ice cream product)	Effective	7/1/2006
Cereal Ingredients, Inc.	Cinnabon, Inc.	Cinnabon Manufacturing License Agreement (Cinnabon Cinnamon Bread)	Effective	12/8/2004
CSM Bakery Products NA, Inc.	Cinnabon, Inc.	Manufacturing and Distribution Agreement (product development)	Effective	4/5/2011
General Mills Marketing, Inc.	Cinnabon, Inc.	Trademark License Agreement (Pillsbury Toaster Strudels)	Effective	10/13/2005
General Mills Marketing, Inc.	Cinnabon, Inc.	Trademark License Agreement (refrigerated sweet roll dough-Grands)	Effective	10/22/2008
General Mills Sales, Inc.	Cinnabon, Inc.	Trademark License Agreement (dry, shelf-stable dessert and baking mixes and ready-to-spread frosting)	Effective	10/22/2008
Hanna's Candle Company	Cinnabon, Inc.	Cinnabon License Agreement (candles)	Effective	4/1/2006
J&J Snack Foods Sales Corp.	Cinnabon, Inc.	Manufacturing and Limited Distribution License Agreement (Cinnapretzel)	Effective	30-Oct-03
Johnvince Foods, assignee of Mellace Family Brands, Inc.	Cinnabon, Inc.	Manufacturing and Limited Distribution License Agreement (nuts)	Effective	5/28/2009
Kellogg Sales Company	Cinnabon, Inc.	License Agreement (Cinnabon cereal bars and bites, cereal, pancakes, cookies)	Effective	1/6/2009
Pinnacle Foods Group LLC	Cinnabon, Inc.	Manufacturing and Limited Distribution License Agreement	Effective	1/25/2011
Ralcorp Frozen Bakery Products, Inc.	Cinnabon, Inc.	Manufacturing and Distribution Agreement	Effective	7/20/2011
Schwebel Baking Company	Cinnabon, Inc.	License Agreement	Effective	6/10/2005
Spangler Candy Company	Cinnabon, Inc.	Manufacturing and Limited Distribution License Agreement (candy canes)	Effective	2/27/2009
Sun-Maid Licensed Products, a wholly owned subsidiary of Sun-Maid Growers of California	Cinnabon, Inc.	Cinnabon Licensing Program Agreement (Cinnabon Cinnamon Roll Bread with Cinnamon Swirl)	Effective	10/30/2002
Taco Bell Corp.	Cinnabon, Inc.	License Agreement (Cinnabon Delights Test Program)	Effective	1/24/12
WhiteWave Foods Company, a subsidiary of Dean Foods	Cinnabon, Inc.	Manufacturing and Limited Distribution License Agreement (International Delights coffee creamer)	Effective	9/1/2010