

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
AUNTIE ANNE'S, INC.		02/21/2012	CORPORATION: PENNSYLVANIA
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: 18			
Property Type	Number	Word Mark	
Registration Number:	1736871	AUNTIE ANNE'S	
Registration Number:	1740051	AUNTIE ANNE'S	
Registration Number:	2130367	AUNTIE ANNE'S	
Registration Number:	3327214	AUNTIE ANNE'S	
Registration Number:	2514260	AUNTIE ANNE'S AT HOME	
Registration Number:	1736872	AUNTIE ANNE'S HAND-ROLLED SOFT PRETZELS	
Registration Number:	3345712	AUNTIE ANNE'S PRETZEL PERFECT	
Registration Number:	3360662	AUNTIE ANNE'S PRETZEL PERFECT	
Registration Number:	3327212	AUNTIE ANNE'S PRETZEL PERFECT	
Registration Number:	3021890	AUNTIE ANNE'S STADIUM PRETZELS	
Registration Number:	1727940	BETTER THAN THE BEST YOU'VE EVER TASTED	
Registration Number:	1920020		
Registration Number:	1984997		
Registration Number:	3410695		

OP \$465.00 1736871

Registration Number:	3946434	
Registration Number:	2056059	DUTCH ICE
Registration Number:	1821570	GLAZIN' RAISIN
Registration Number:	3327216	

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Phone: 202-370-4761

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 St NW, Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F138170
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NAME OF SUBMITTER:	Karen S. Cottrell
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Signature:	/KAREN S. COTTRELL/
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Date:	03/05/2012
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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 AUNTIE ANNE'S, INC., a Pennsylvania 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.

AUNTIE ANNE'S, INC.

By: _____

Name: Russell Umphenour Jr.
Title: Chief Executive Officer

Signature Page to Second Lien Trademark Security Agreement
[Auntie Anne's, Inc.]

TRADEMARK
REEL: 004730 FRAME: 0498

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
[Auntie Anne's, Inc.]*

TRADEMARK
REEL: 004730 FRAME: 0499

AUNTIE ANNE'S, INC.
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Auntie Anne's (stylized)	USA	74/257431	3/20/1992	1736871	12/1/1992
Auntie Anne's	USA	74/251955	3/4/1992	1740051	12/15/1992
Auntie Anne's and Design	USA	75/219727	12/30/1996	2130367	1/20/1998
Auntie Anne's and Design	USA	78/804517	2/1/2006	3327214	10/30/2007
Auntie Anne's at Home	USA	75/928810	2/19/2000	2514260	12/4/2001
Auntie Anne's Hand-Rolled Soft Pretzels and Design	USA	74/257432	3/20/1992	1736872	12/1/1992
Auntie Anne's Pretzel Perfect	USA	78/800090	1/26/2006	3345712	11/27/2007
Auntie Anne's Pretzel Perfect	USA	78/800202	1/26/2006	3360662	12/25/2007
Auntie Anne's Pretzel Perfect and Design	USA	78804441	2/1/2006	3327212	10/30/2007
Auntie Anne's Stadium Pretzels	USA	78/361152	2/2/2004	3021890	11/29/2005
Better Than The Best You've Ever Tasted	USA	74/251958	3/4/1992	1727940	10/27/1992
Miscellaneous Design	USA	74/541974	6/24/1994	1920020	9/19/1995
MiscellaneousDesign	USA	74/544254	6/24/1994	1984997	7/9/1996
Miscellaneous Design	USA	78/818645	2/20/2006	3410695	4/8/2008
MiscellaneousDesign	USA	85/004150	4/1/2010	3946434	4/12/2011
Dutch Ice	USA	74/671947	5/10/1995	2056059	4/22/1997
Glazin' Raisin	USA	74/392885	5/20/1993	1821570	2/15/1994
Miscellaneous Design	USA	78/804547	2/1/2006	3327216	10/30/2007

TRADEMARK LICENSES

Licensee Name	Licensor Name	Agreement	Contract Status	Agreement Date
Zenrin USA, Inc.	Auntie Anne's Inc.	Trademark License Agreement	Effective	1/24/2015