

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sprinkles Cupcakes, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Orix Corporate Capital Inc., as Administrative Agent
Street Address:	1717 Main Street, Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3416946	BOO SPOOKY CUPCAKES
Registration Number:	3767986	CUPCAKE CONCIERGE
Registration Number:	3470246	DAD DIGS CUPCAKES
Registration Number:	3224075	
Registration Number:	3429410	EAT TURKEY AND CUPCAKES
Registration Number:	3416947	HOP FOR CUPCAKES
Registration Number:	4084346	ISPRINKLES
Registration Number:	3529714	JOY OF CUPCAKES
Registration Number:	3434001	MOM LOVES CUPCAKES
Registration Number:	3447554	PEACE AND CUPCAKES
Registration Number:	3437347	RED CARPET CUPCAKE
Registration Number:	3306772	SPRINKLES
Registration Number:	3849382	SPRINKLES CUPCAKES
Registration Number:	3849383	SPRINKLES CUPCAKES

OP \$640.00 3416946

TRADEMARK

Registration Number:	3250609	SPRINKLES CUPCAKES
Registration Number:	3271643	SPRINKLES CUPCAKES
Registration Number:	2938800	SPRINKLES OF PALM BEACH
Registration Number:	3004757	SPRINKLES PALM BEACH
Registration Number:	4078799	THE ORIGINAL CUPCAKE BAKERY
Registration Number:	3470245	XOX KISSES AND CUPCAKES
Registration Number:	3380798	YOU DESERVE CUPCAKES
Serial Number:	77870009	I SPRINKLES
Serial Number:	77866405	SAY IT WITH SPRINKLES
Serial Number:	77872012	SAY IT WITH SPRINKLES
Serial Number:	77858599	SPRINKLES CUPCAKES

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd, 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6475.014
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/20/2012

Total Attachments: 7
source=sprinkles tm#page1.tif
source=sprinkles tm#page2.tif
source=sprinkles tm#page3.tif
source=sprinkles tm#page4.tif
source=sprinkles tm#page5.tif
source=sprinkles tm#page6.tif
source=sprinkles tm#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 19, 2012, by SPRINKLES CUPCAKES, LLC, a Delaware limited liability company ("Grantor"), in favor of ORIX CORPORATE CAPITAL INC., as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among Grantor, certain affiliates of Grantor, Agent and various other financial institutions party thereto from time to time ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Lender Letters of Credit for the benefit of Grantor and certain of Grantor's affiliates;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Lender Letters of Credit as provided for in the Credit Agreement, upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (in each case, other than Excluded Property as defined in the Collateral Agreement) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Collateral Agreement) including, but not limited to, the United States federally registered Trademarks referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of Agent and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

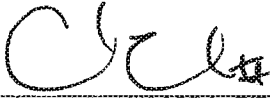
4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. GOVERNING LAW. This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPRINKLES CUPCAKES, LLC

By 

Name: Charles E. Nelson, II

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ORIX CORPORATE CAPITAL INC.,
as Agent





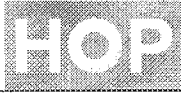


By 


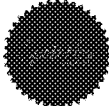



Name: Christopher L. Smith

Title: Authorized Representative

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Trademark Application Number</u>	<u>Trademark Filing Date</u>	<u>Trademark Registration Number</u>	<u>Trademark Registration Date</u>
Sprinkles Cupcakes, Inc.	BOO SPOOKY CUPCAKES AND DESIGN 	77106034	13-Feb-2007	3416946	29-Apr-2008
Sprinkles Cupcakes, Inc.	CUPCAKE CONCIERGE	77293370	01-Oct-2007	3767986	30-Mar-2010
Sprinkles Cupcakes, Inc.	DAD DIGS CUPCAKES AND DESIGN 	77106064	13-Feb-2007	3470246	22-Jul-2008
Sprinkles Cupcakes, Inc.	DESIGN (MODERN DOT) 	78684130	02-Aug-2005	3224075	03-Apr-2007
Sprinkles Cupcakes, Inc.	EAT TURKEY AND CUPCAKES AND DESIGN 	77106037	13-Feb-2007	3429410	20-May-2008
Sprinkles Cupcakes, Inc.	HOP FOR CUPCAKES AND DESIGN 	77106046	13-Feb-2007	3416947	29-Apr-2008
Sprinkles Cupcakes, Inc.	ISPINKLES	77802907	12-Aug-2009	4084346	10-Jan-2012
Sprinkles Cupcakes, Inc.	JOY OF CUPCAKES AND DESIGN 	77106050	13-Feb-2007	3529714	11-Nov-2008
Sprinkles Cupcakes, Inc.	MOM LOVES CUPCAKES AND DESIGN 	77106053	13-Feb-2007	3434001	27-May-2008
Sprinkles Cupcakes, Inc.	PEACE AND CUPCAKES AND DESIGN	77106057	13-Feb-2007	3447554	17-Jun-2008

					
Sprinkles Cupcakes, Inc.	RED CARPET CUPCAKE	77188330	23-May-2007	3437347	27-May-2008
Sprinkles Cupcakes, Inc.	SPRINKLES	78829040	03-Mar-2006	3306772	09-Oct-2007 Cancellation Action
Sprinkles Cupcakes, Inc.	SPRINKLES CUPCAKES	77775082	06-Jul-2009	3849382	21-Sep-2010
Sprinkles Cupcakes, Inc.	SPRINKLES CUPCAKES	77775088	06-Jul-2009	3849383	21-Sep-2010
Sprinkles Cupcakes, Inc.	SPRINKLES CUPCAKES	78684122	02-Aug-2005	3250609	12-Jun-2007 Cancellation Action
Sprinkles Cupcakes, Inc.	SPRINKLES CUPCAKES AND DESIGN 	78684128	02-Aug-2005	3271643	31-Jul-2007 Cancellation Action
Sprinkles Cupcakes, Inc.	SPRINKLES OF PALM BEACH	78184899	13-Nov-2002	2938800	05-Apr-2005
Sprinkles Cupcakes, Inc.	SPRINKLES PALM BEACH & DESIGN 	76529862	16-Jul-2003	3004757	04-Oct-2005
Sprinkles Cupcakes, Inc.	THE ORIGINAL CUPCAKE BAKERY	85003101	31-Mar-2010	4078799	03-Jan-2012
Sprinkles Cupcakes, Inc.	XOX KISSES AND CUPCAKES AND DESIGN 	77106061	13-Feb-2007	3470245	22-Jul-2008
Sprinkles Cupcakes, Inc.	YOU DESERVE CUPCAKES AND DESIGN 	77195398	01-Jun-2007	3380798	12-Feb-2008

U.S. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Trademark Application Number</u>	<u>Trademark Application Date</u>	<u>Status</u>
Sprinkles Cupcakes, Inc.	I LOVE SPRINKLES AND DESIGN <i>i♥Sprinkles</i>	77870009	11-Nov-2009	Opposed
Sprinkles Cupcakes, Inc.	SAY IT WITH SPRINKLES	77866405	05-Nov-2009	Opposed
Sprinkles Cupcakes, Inc.	SAY IT WITH SPRINKLES	77872012	13-Nov-2009	Opposed
Sprinkles Cupcakes, Inc.	SPRINKLES CUPCAKES	77858599	27-Oct-2009	Opposed