

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cinnabon, Inc.		10/22/2013	CORPORATION: WASHINGTON
McAlister's Corporation		10/22/2013	CORPORATION: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85778361	CINNABON DELIGHTS	
Serial Number:	86059480	GOOEY BITES	
Serial Number:	86014679	AMERICAN REGIONAL FAVORITES SERVED WITH	
Registration Number:	1943439	MCALISTERS DELI	
Registration Number:	2207158	MCALISTER'S GOURMET DELI	
Registration Number:	2217201	MCALISTER'S GOURMET DELI	
Registration Number:	2217403	MCALISTER'S	
Registration Number:	2335678	THE BIG NASTY	
Registration Number:	2335679	JUSTASPUD	
Registration Number:	2335772	MEMPHIAN	
Registration Number:	3701565	WHO'S YOUR DELI?	
Registration Number:	3808174	LEAVE SWEET TEA TO THE PROS	
Registration Number:	3746590	TEA FOR TOTS	

Registration Number:	3536563	MCALISTER'S DELI
Registration Number:	3530628	MCALISTER'S SELECT
Registration Number:	3530625	MCALISTER'S SELECT
Registration Number:	4396789	MCALISTER'S EXPRESS
Registration Number:	4121422	DELICIOUS IS IN THE DETAILS
Registration Number:	4324893	MCALISTER'S EXPRESS
Registration Number:	4171244	GREAT SANDWICHES ARE JUST THE BEGINNING

#### CORRESPONDENCE DATA

Fax Number: 2125562222

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

Phone: 2125562100

Email: clein@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	08522-251009
NAME OF SUBMITTER:	Susan Shen-Frattura
Signature:	/Susan Shen-Frattura/
Date:	11/13/2013

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

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

TRADEMARK SECURITY AGREEMENT dated as of October 22, 2013, between CINNABON, INC., a Washington corporation, and MCALISTER'S CORPORATION, a Mississippi corporation (each a "**Grantor**" and collectively, the "**Grantors**"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, each 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), each 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 such 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, each Grantor hereby grants to the Grantee, to secure such Grantor's Secured Guarantee, a continuing security interest in all of such 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 such 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 such 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 such 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 such Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of such 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.

Each 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 such 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 such 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, each 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 each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each 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.

[Signature pages follow.]

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.

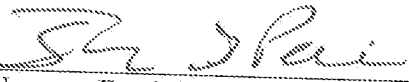
By: 

Name: Russell Umphenour, Jr.

Title: CEO

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.

MCALISTER'S CORPORATION

By:   
Name: Frank G. Paci  
Title: President

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By: 

Name: Robert Hetu  
Title: Authorized Signatory

By: 

Name: Patrick Freytag  
Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005153 FRAME: 0095**



**Schedule 1**  
**to Trademark Security Agreement**

**CINNABON, INC.**

**U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Cinnabon Delights	85/778361	11/13/12
Goopy Bites	86/059480	09/09/13

**U.S. TRADEMARK REGISTRATIONS**

NONE.

**MCALISTER'S CORPORATION**

**U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
American Regional Favorites Served with a Smile	86/014,679	7/19/2013

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
McAlisters Deli	1,943,439	12/26/1995
McAlister's Gourmet Deli	2,207,158	12/1/1998
McAlister's Gourmet Deli (stylized)	2,217,201	1/12/1999
McAlister's (stylized)	2,217,403	1/12/1999
The Big Nasty	2,335,678	3/28/2000
Justaspud	2,335,679	3/28/2000
Memphian	2,335,772	3/28/2000
Who's your deli?	3,701,565	10/27/2009
Leave sweet tea to the pros	3,808,174	6/22/2010
Tea for tots	3,746,590	2/9/2010
McAlister's Deli (and design)	3,536,563	11/25/2008
McAlister's Select (and design)	3,530,628	11/11/2008
McAlister's Select	3,530,625	11/11/2008
McAlister's Express (and design)	4,396,789	9/3/2013
Delicious is in the Details	4,121,422	4/3/2012
McAlister's Express	4,324,893	4/23/2013
Great Sandwiches Are Just the Beginning	4171244	7/10/2012