

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DD IP Holder LLC		01/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3282277	DD	
Registration Number:	3282278	DD	
Registration Number:	0748901	DUNKIN' DONUTS	
Registration Number:	4591959	DUNKIN' DONUTS	
Registration Number:	4600316	DUNKIN' DONUTS	
Registration Number:	1159354	DUNKIN' DONUTS	
Registration Number:	1148165	DUNKIN' DONUTS	
CORRESPONDENCE DATA			
Fax Number:	6179517050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-7249		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Joshua D. Talicska		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	109306-0015-004		
NAME OF SUBMITTER:	Joshua D. Talicska		

OP \$190.00 3282277

SIGNATURE:	/j talicska/
DATE SIGNED:	01/26/2015
Total Attachments: 4 source=751#page1.tif source=751#page2.tif source=751#page3.tif source=751#page4.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of January 26, 2015, by and between DD IP HOLDER LLC, a Delaware limited liability company located at P.O. Box 9141, Canton, MA 02021 ("Grantor"), in favor of CITIBANK, N.A., a national banking association, as trustee located at 388 Greenwich Street, 14th Floor, New York, NY 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to (i) the Guarantee and Collateral Agreement, dated as of January 26, 2015, by and among DB Master Finance Parent LLC, a Delaware limited liability company, DB Franchising Holding Company LLC, a Delaware limited liability company, Dunkin' Donuts Franchising LLC, a Delaware limited liability company, Baskin-Robbins Franchising LLC, a Delaware limited liability company, BR UK Franchising LLC, a Delaware limited liability company, DB Mexican Franchising LLC, a Delaware limited liability company, BR IP Holder LLC, a Delaware limited liability company, DB Real Estate Assets I LLC, a Delaware limited liability company, DB Real Estate Assets II LLC, a Delaware limited liability company, and the Grantor, each as a Guarantor, and the Trustee (the "Guarantee and Collateral Agreement") and (ii) the Base Indenture, dated as of January 26, 2015, by and between DB Master Finance LLC, a Delaware limited liability company, and Citibank, N.A., as Trustee and Securities Intermediary (the "Indenture"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Indenture, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("the PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to

the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C Section 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Indenture.

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

DD IP HOLDER LLC, as Grantor

By: 

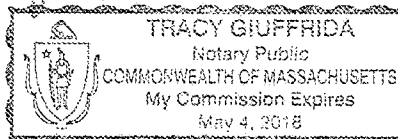
Name: Paul C. Carbone
Title: Senior Vice President,
Chief Financial Officer

STATE OF Massachusetts)
COUNTY OF Norfolk) ss.
)

On this 2nd day of Jan., 2015, before me, the undersigned notary public, personally appeared Paul C. Carbone, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that, by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





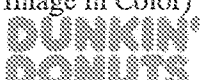

(official signature and seal of Notary)



[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005446 FRAME: 0971

**Schedule 1
Trademarks**

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner
United States	DD Cup Logo 	77/078,863	1/9/2007	3,282,277	8/21/2007	43	DD IP Holder LLC
United States	DD Cup Logo (in color) 	77/079,015	1/9/2007	3,282,278	8/21/2007	43	DD IP Holder LLC
United States	DUNKIN' DONUTS	72/148,372	7/5/1962	0,748,901	4/30/1963	42	DD IP Holder LLC
United States	DUNKIN' DONUTS	86/129,719	11/26/2013	4,591,959	8/26/2014	25, 29, 30, 32, 35, 43	DD IP Holder LLC
United States	DUNKIN' DONUTS (New Image in Color) 	86/133,724	12/3/2013	4,600,316	9/9/2014	25, 30, 32, 35, 43	DD IP Holder LLC
United States	DUNKIN' DONUTS (New Image in Color) 	73/214,414	5/7/1979	1,159,354	6/30/1981	30	DD IP Holder LLC
United States	DUNKIN' DONUTS (New Image in Color) 	73/215,289	5/11/1979	1,148,165	3/3/1981	42	DD IP Holder LLC