

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401465

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, AG, as Collateral Agent		10/05/2016	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Cinnabon, Inc.
Street Address:	5620 Glenridge Drive N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2199951	CARAMEL PECANBON
Registration Number:	3094122	CARAMEL PECANBON
Registration Number:	3123752	CARAMEL ATTA CHILL
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
Registration Number:	3197342	CINNABON
Registration Number:	3421489	CINNABON
Registration Number:	3601985	CINNABON STIX
Serial Number:	85322851	CINNABON SWEET SHOPPE

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	4522832	CINNABON DELIGHTS
Serial Number:	86059480	GOOEY BITES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F165864 2nd Release
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/10/2016

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of October 5, 2016, is made in favor of Cinnabon, Inc., a Washington corporation (the “**Grantor**”), by Credit Suisse AG, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement defined below (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties. Capitalized terms used and not defined herein shall have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor is a party to the Second Lien Guarantee and Collateral Agreement, dated as of February 21, 2012 (the “**Guarantee and Collateral Agreement**”), in favor of the Collateral Agent pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of February 21, 2012, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4728 / Frame 0033 on March 1, 2012, and a Trademark Security Agreement dated October 22, 2013, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 5153/ Frame 0088 on November 13, 2013 (collectively, the “**Trademark Security Agreements**”), pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreements; hereinafter, the “**Trademark Collateral**”), including all of the Grantor’s right, title and interest in, to and under each trademark of the Grantor, and each trademark license to which the Grantor is a party, as listed on Schedule I hereto (the “**Specified Trademarks**”);

WHEREAS, the Grantor has requested that the Collateral Agent deliver this Release; and

WHEREAS, the Collateral Agent has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent in its capacity as Collateral Agent and on behalf of the Secured Parties, hereby terminates and releases its security interest in and to, but solely under the Trademark Security Agreements, all of the Grantor’s right, title and interest in, to and under all of the following Collateral:

- a. the Trademark Collateral, including the Specified Trademarks;
- b. all of the goodwill of the business connected with the use of, or symbolized by such Trademark Collateral and Specified Trademarks; and
- c. 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 such Trademark Collateral, including the Specified Trademarks, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to the Collateral Agent in, to or under any Collateral (including, for the avoidance of doubt, any Trademarks) under the Guarantee and Collateral Agreement, other than, to the extent granted therein, any security interest in the Specified Trademarks.

This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles that would require the application of laws of another jurisdiction.

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

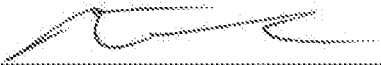
[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Credit Suisse AG, Cayman Islands Branch

By: 

Name: Robert Hetu
Title: Authorized Signatory

By: 

Name: Nicholas Goss
Title: Authorized Signatory

[Signature Page to Cinnabon Second Lien Trademark Release]

TRADEMARK
REEL: 005896 FRAME: 0091

SCHEDULE I

CINNABON, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
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
CINNABON DELIGHTS	USA	85/778361	13-Nov-12	4522832	29-Apr-14
GOOEY BITES	USA	86/059480	09-Sep-13		

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