

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401456

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:	Auntie Anne's, Inc.
Street Address:	5620 Glenridge Drive N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	Corporation: PENNSYLVANIA

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

TRADEMARK

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 Ohhannessian**SIGNATURE:** /Emily Ohhannessian/**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 Auntie Anne’s, Inc., a Pennsylvania 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 (the “**Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4730 / Frame 0494 on March 5, 2012, pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; 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 Agreement, 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 Auntie Anne's Second Lien Trademark Release]

SCHEDULE I**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