

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carvel Corporation		10/05/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, AG, as Collateral Agent		
<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: 59</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3473413	ARCTIC BLENDERS	
<b>Registration Number:</b>	2906609	BANANA BARGE	
<b>Registration Number:</b>	3110700		
<b>Registration Number:</b>	970876	BROWN BONNET	
<b>Registration Number:</b>	3049986	BROWN BONNET	
<b>Registration Number:</b>	3067554		
<b>Registration Number:</b>	716302	CARVEL	
<b>Registration Number:</b>	3240469	CARVEL	
<b>Registration Number:</b>	3657900	CARVEL	
<b>Registration Number:</b>	3657898	CARVEL	
<b>Registration Number:</b>	3657899	CARVEL	
<b>Registration Number:</b>	0716227	CARVEL	
<b>Registration Number:</b>	2510923	CARVEL	
<b>Registration Number:</b>	2510924	CARVEL	
<b>Registration Number:</b>	723983	CARVEL	
<b>Registration Number:</b>	737303	CARVEL	
<b>Registration Number:</b>	3272285	CARVEL . . . AMERICA'S FRESHEST ICE CREAM	
<b>Registration Number:</b>	3286284	CARVEL SINFUL LOVE BAR	
<b>Registration Number:</b>	4822844	CARVEL	

OP \$1490.00 3473413

Property Type	Number	Word Mark
Registration Number:	4822853	CARVEL
Registration Number:	4913535	CARVEL
Registration Number:	4823009	CARVEL
Registration Number:	2805822	CARVELANCHE
Registration Number:	3670573	CARVELATTES
Registration Number:	4092054	CARVELITE
Registration Number:	0844700	CARVELOG
Registration Number:	965716	CHERRY BONNET
Registration Number:	834068	CHERRY BONNET
Registration Number:	2109457	CHIPSTERS
Registration Number:	1306261	COOKIE PUSS
Registration Number:	3125055	
Registration Number:	2551481	FIZZLERS
Registration Number:	3135817	FLYING SAUCER
Registration Number:	3034740	FUDGIE FANATICS
Registration Number:	1342998	FUDGIE THE WHALE
Registration Number:	2276742	GAME BALL
Registration Number:	1379376	HUG ME THE BEAR
Registration Number:	4822979	
Registration Number:	2895682	IT'S WHAT HAPPY TASTES LIKE
Registration Number:	3011145	IT'S WHAT HAPPY TASTES LIKE.
Registration Number:	2264542	LIL' LOVE
Registration Number:	3664804	LIL' ROUNDERS
Registration Number:	2555920	LOVE & LAUGHTER
Registration Number:	3266977	
Registration Number:	3266963	
Registration Number:	3266962	
Registration Number:	3157701	MOTHER EARTH
Registration Number:	3028856	NUTTY THE GHOST
Registration Number:	2956550	SLICE MMMS
Registration Number:	3118485	
Registration Number:	4825159	SUNDAE DASHER
Registration Number:	3213185	SUNDAE DASHERS
Registration Number:	1341212	TOM THE TURKEY
Registration Number:	3115437	
Registration Number:	2514557	WEDNESDAY IS SUNDAE
Registration Number:	1235544	
Registration Number:	3094986	

Property Type	Number	Word Mark
Registration Number:	4957676	
Serial Number:	86331417	FLAVORLATOR

**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:** F156854

**NAME OF SUBMITTER:** Emily Ohannessian

**SIGNATURE:** /Emily Ohannessian/

**DATE SIGNED:** 10/13/2016

**Total Attachments: 7**

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**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT**

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

TRADEMARK SECURITY AGREEMENT dated as of October 5, 2016, between Carvel Corporation, a Delaware corporation (the “**Grantor**”), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, 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 Credit Agreement dated as of October 5, 2016 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 5, 2016 (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), the 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 the 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, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the 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 the 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 the 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 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, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the 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.

The 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 the 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 the 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, the 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 the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The 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.

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.

CARVEL CORPORATION

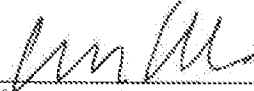

By: \_\_\_\_\_

  
Name: Michael J. Dixon

Title: Chief Financial Officer

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By:    
Name: Robert Hetu                      Nicholas Goss  
Title: Authorized Signatory      Authorized Signatory

*[Signature Page to Carvel Corporation Trademark Security Agreement]*

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

**CARVEL CORPORATION**

**U.S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ARCTIC BLENDERS	3473413	22-Jul-2008
BANANA BARGE	2906609	30-Nov-2004
BEAR (Cake Mold Design)	3110700	27-Jun-2006
BROWN BONNET	970876	16-Oct-1973
BROWN BONNET	3049986	24-Jan-2006
BUNNY HEAD (Cake Mold Design)	3067554	14-Mar-2006
CARVEL	716302	06-Jun-1961
CARVEL	3240469	08-May-2007
CARVEL	3657900	21-Jul-2009
CARVEL	3657898	21-Jul-2009
CARVEL	3657899	21-Jul-2009
CARVEL	0716227	30-May-1961
CARVEL (& Design)	2510923	20-Nov-2001
CARVEL (& Design)	2510924	20-Nov-2001
CARVEL (Block)	723983	14-Nov-1961
Carvel (Stylized)	737303	04-Sep-1962
CARVEL ...AMERICA'S FRESHEST ICE CREAM	3272285	31-Jul-2007
CARVEL SINFUL LOVE BAR	3286284	28-Aug-2007
CARVEL (Stylized)	4822844	29-Sep-2015
CARVEL (Stylized & Ice Cream Cone Design)	4822853	29-Sep-2015
CARVEL (Stylized & Ice Cream Cone Design) (in Color-Red)	4913535	08-Mar-2016
CARVEL (Stylized) (in Color-Red)	4823009	29-Sep-2015
CARVELANCHE	2805822	13-Jan-2004
CARVELATTES	3670573	18-Aug-2009
CARVELITE	4092054	24-Jan-2012
CARVELOG	0844700	20-Feb-1968
CHERRY BONNET	965716	07-Aug-1973
CHERRY BONNET	834068	22-Aug-1967
CHIPSTERS	2109457	28-Oct-1997



COOKIE PUSS	1306261	20-Nov-1984
COOKIE PUSS CLOWN FACE (Cake Mold Design)	3125055	01-Aug-2006
FIZZLERS	2551481	26-Mar-2002
FLYING SAUCER	3135817	29-Aug-2006
FUDGIE FANATICS	3034740	27-Dec-2005
FUDGIE THE WHALE	1342998	18-Jun-1985
GAME BALL	2276742	07-Sep-1999
HUG ME THE BEAR	1379376	21-Jan-1986
(Ice Cream Cone Design)	4822979	29-Sep-2015
IT'S WHAT HAPPY TASTES LIKE	2895682	19-Oct-2004
IT'S WHAT HAPPY TASTES LIKE.	3011145	01-Nov-2005
LIL' LOVE	2264542	27-Jul-1999
LIL' ROUNDERS	3664804	04-Aug-2009
LOVE & LAUGHTER	2555920	02-Apr-2002
(Miscellaneous Design - Car)	3266977	17-Jul-2007
(Miscellaneous Design - Ice Cream Cone Cake Design)	3266963	17-Jul-2007
(Miscellaneous Design - Nutty The Ghose Cake Design)	3266962	17-Jul-2007
MOTHER EARTH	3157701	17-Oct-2006
NUTTY THE GHOST	3028856	13-Dec-2005
SLICE MMMS	2956550	31-May-2005
SNOWMAN (Cake Mold Design)	3118485	18-Jul-2006
SUNDAE DASHER	4825159	06-Oct-2015
SUNDAE DASHERS	3213185	27-Feb-2007
TOM THE TURKEY	1341212	11-Jun-1985
TURKEY (Cake Mold Design)	3115437	11-Jul-2006
WEDNESDAY IS SUNDAE	2514557	04-Dec-2001
WHALE (Cake Mold Design)	1235544	19-Apr-1983
WHALE (cake mold design)	3094986	23-May-2006
(Witch Cake Design)	4957676	10-May-2016

## U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
FLAVORLATOR	86/331417	8-Jul-2014

## TRADEMARK LICENSES

<b>Licensee Name</b>	<b>Licensor Name</b>	<b>Agreement</b>	<b>Agreement Date</b>
Rich Products/CF Foods	Carvel	Amended and Restated Trademark License	12/2/10
Saputo Dairy	Carvel	Manufacturing	6/17/13
Scott Brothers	Carvel	Trademark License	4/13/16
Yum Restaurant Services Group, Inc.	Auntie Anne's; Carvel; Cinnabon; McAlister's; Moe's Franchisor; Schlotzsky's Franchise	Supplier Testing and Development Agreement	7/7/15