

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinnabon LLC		10/05/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Credit Suisse, AG, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2199951	CAMEL PECANBON	
Registration Number:	3439741	CHILLATTAS	
Registration Number:	3397317	CINNABON	
Registration Number:	3815170	CINNABON	
Registration Number:	1424169	CINNABON	
Registration Number:	3360336	CINNABON	
Registration Number:	3074505	CINNABON	
Registration Number:	2137495	CINNABON	
Registration Number:	3845532	CINNABON	
Registration Number:	3218506	CINNABON	
Registration Number:	4993466	CINNABON	
Registration Number:	3197342	CINNABON	
Registration Number:	3061125	CINNABON	
Registration Number:	3421489	CINNABON	
Registration Number:	4522832	CINNABON DELIGHTS	
Registration Number:	3601985	CINNABON STIX	
Registration Number:	2304346	CINNABON WORLD FAMOUS CINNAMON ROLLS	
Registration Number:	2098432		
Registration Number:	4354854	CINNAPACK	
TRADEMARK			

OP \$840.00 2199951

Property Type	Number	Word Mark
Registration Number:	2953570	CINNAPOPPERS
Registration Number:	4977734	CINNASWEETIES
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:	3014148	TROPICAL BLAST
Registration Number:	2029844	WORLD FAMOUS CINNAMON ROLLS
Serial Number:	86692071	CINNABON
Serial Number:	86858724	CINNABON
Serial Number:	86923441	CINNABON
Serial Number:	86904399	CINNAPASTRIES
Serial Number:	86904401	CINNAPASTRY

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

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 Cinnabon LLC, a Georgia limited liability company (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.

CINNABON LLC

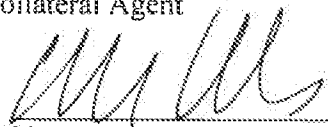
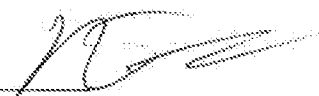
By: _____


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 Cinnabon Trademark Security Agreement]

Schedule 1
to Trademark Security Agreement

CINNABON LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CARAMEL PECANBON	2199951	27-Oct-1998
CHILLATTAS	3439741	03-Jun-2008
CINNABON	3397317	18-Mar-2008
CINNABON	3815170	06-Jul-2010
CINNABON	1424169	06-Jan-1987
CINNABON	3360336	25-Dec-2007
CINNABON	3074505	28-Mar-2006
CINNABON	2137495	17-Feb-1998
CINNABON	3845532	07-Sep-2010
CINNABON	3218506	13-Mar-2007
CINNABON (& Oblong Design)	4993466	05-Jul-2016
CINNABON (& Wave Design)	3197342	09-Jan-2007
CINNABON (& Wave Design)	3061125	21-Feb-2006
CINNABON (& Wave Design)	3421489	06-May-2008
CINNABON DELIGHTS	4522832	29-Apr-2014
CINNABON STIX	3601985	07-Apr-2009
CINNABON WORLD FAMOUS	2304346	28-Dec-1999
CINNAMON ROLLS (& Wave Design)		
(Cinnamon Roll Configuration)	2098432	16-Sep-1997
CINNAPACK	4354854	18-Jun-2013
CINNAPOPPERS	2953570	17-May-2005
CINNASWEETIES	4977734	14-Jun-2016
LIFE NEEDS FROSTING	3670520	18-Aug-2009
LIFE NEEDS FROSTING	3758395	09-Mar-2010
MAKARA	1921083	19-Sep-1995
MINIBON	2147818	31-Mar-1998
MOCHALATTA CHILL	1657550	17-Sep-1991
TROPICAL BLAST	3014148	08-Nov-2005
WORLD FAMOUS CINNAMON ROLLS	2029844	14-Jan-1997

U.S. TRADEMARK APPLICATIONS

TRADE MARK	SERIAL NO.	FILING DATE
CINNABON	86/692071	14-Jul-2016
CINNABON (& Oblong Design)	86/858724	28-Dec-2015
CINNABON (& Oblong Design) (in Color)	86/923441	20-Feb-2016
CINNAPASTRIES	86/904399	11-Feb-2016
CINNAPASTRY	86/904401	11-Feb-2016

TRADEMARK LICENSES

Licensee Name	Licensor Name	Agreement	Agreement Date
7-Eleven	Cinnabon	Trademark License	1/27/15
Advance Pierre/Better Bakery	Cinnabon	Manufacturing & Distribution	2/11/16
Aryzta	Cinnabon	Limited License	11/13/13
B&G Foods	Cinnabon	Manufacturing & Limited Distribution	3/30/10
BP West Coast Products, LLC	Cinnabon	Trademark License	2/26/16
Cajun Operating Company (Church's Chicken)	Cinnabon	Trademark License	9/16/16
Cereal Ingredients	Cinnabon	Manufacturing License	12/8/14
DWS/Ne'ctar	Cinnabon	Manufacturing & Limited Distribution License	9/23/15
F'Real Foods	Cinnabon	Trademark License	6/22/15
G & J C Licensing, LLC (Flowers Foods, Inc.)	Cinnabon	Manufacturing & Limited Distribution License	6/18/15
Galardi Group Franchise & Leasing, LLC (Wienerschnitzel)	Cinnabon	Trademark License	2/29/16
General Mills/Pillsbury	Cinnabon	Manufacturing & Limited Distribution License	12/20/2013
Green Mountain/Keurig	Cinnabon	License & Distribution	7/22/13

Licensee Name	Licensor Name	Agreement	Agreement Date
Jim Beam Brands Co./Pinnacle Vodka	Cinnabon	Manufacturing and Limited Distribution License	10/1/13
Kagome, Inc.	Cinnabon	Manufacturing & Limited Distribution	7/25/16
Kellogg Sales Company	Cinnabon	Manufacturing & Limited License Agreement	1/24/13
Michel's Bakery	Cinnabon	Manufacturing & Distribution	8/7/13
Pegasus Foods, Inc.	Cinnabon	Manufacturing and Limited Distribution	7/25/15
Race Trac Petroleum, Inc.	Cinnabon	Trademark License	7/14/16
Regal Cinemas	Cinnabon	Trademark License	3/11/15
Rich Products	Cinnabon	Manufacturing & Distribution	10/21/13
SensoryEffects, Inc.	Cinnabon	Manufacturing & Limited Distribution	8/18/16
Sheetz Inc.	Cinnabon	Trademark and Proprietary Ingredient License Agreement	6/24/16
Sun-Maid Licensed Products	Cinnabon	License	11/1/02
Taco Bell	Cinnabon	Distribution	12/12/12
Upper Crust (Sonic Corporation)	Cinnabon	Manufacturing & Distribution	8/16/16
Wicked Good Cupcakes	Cinnabon	Trademark & Proprietary Ingredient License	12/10/15
Wholesome Harvest Baking, LLC	Cinnabon	Manufacturing & Limited Distribution License	1/26/16
WWF Operating Co.	Cinnabon	Manufacturing & Limited Distribution License	11/10/14
Yum Restaurant Group	Auntie Anne's; Carvel; Cinnabon; McAlister's; Moe's Franchisor; Schlotzsky's Franchise	Supplier Testing and Development Agreement	7/7/15