

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401798

<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>
Auntie Anne's LLC		10/05/2016	Limited Liability Company: GEORGIA
<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: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1740051	AUNTIE ANNE'S	
<b>Registration Number:</b>	3327214	AUNTIE ANNE'S	
<b>Registration Number:</b>	2514260	AUNTIE ANNE'S AT HOME	
<b>Registration Number:</b>	2130367	AUNTIE ANNE'S	
<b>Registration Number:</b>	3345712	AUNTIE ANNE'S PRETZEL PERFECT	
<b>Registration Number:</b>	3360662	AUNTIE ANNE'S PRETZEL PERFECT	
<b>Registration Number:</b>	3327212	AUNTIE ANNE'S PRETZEL PERFECT	
<b>Registration Number:</b>	1984997		
<b>Registration Number:</b>	3410695		
<b>Registration Number:</b>	3946434		
<b>Registration Number:</b>	2056059	DUTCH ICE	
<b>Registration Number:</b>	3327216		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		

OP \$315.00 1740051

**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: 6**

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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 Auntie Anne's 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, 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.

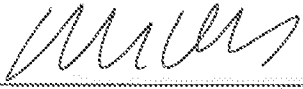

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AUNTIE ANNE'S 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 Auntie Anne's Trademark Security Agreement]*

Schedule 1  
to Trademark Security Agreement

AUNTIE ANNE'S LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADE MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AUNTIE ANNE'S	1740051	15-Dec-1992
AUNTIE ANNE'S (with Pretzel and Halo Design)	3327214	30-Oct-2007
AUNTIE ANNE'S AT HOME	2514260	04-Dec-2001
AUNTIE ANNE'S (with Closed Design)	2130367	20-Jan-1998
AUNTIE ANNE'S PRETZEL PERFECT	3345712	27-Nov-2007
AUNTIE ANNE'S PRETZEL PERFECT	3360662	25-Dec-2007
AUNTIE ANNE'S PRETZEL PERFECT (with Pretzel and Halo Design)	3327212	30-Oct-2007
(Checkerboard Design)	1984997	09-Jul-1996
(Checkerboard with Border Design)	3410695	08-Apr-2008
(Diamond Checkerboard Design)	3946434	12-Apr-2011
DUTCH ICE	2056059	22-Apr-1997
(Pretzel Design W/Halo)	3327216	30-Oct-2007

U.S. TRADEMARK APPLICATIONS

None.

## TRADEMARK LICENSES

Licensee Name	Licensor Name	Agreement	Agreement Date
Arby's	Auntie Anne's	Trademark License	5/7/2014
Fiera Foods/Upper Crust (Via Sonic Corporation and Franchise locations)	Auntie Anne's	Manufacturing and Limited Distribution License	6/18/12
Hanover Foods	Auntie Anne's	Manufacturing	6/10/13
Nathan's Famous Systems	Auntie Anne's	Trademark Licensing and Wal- Mart Transition Agreement	12/16/15
Rich Products Corporation	Auntie Anne's	Manufacturing & Distribution	12/20/2013
Stefano Foods, Inc.	Auntie Anne's	Manufacturing	2/2/15
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