

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SUISSE AG		04/06/2017	Aktiengesellschaft (Ag):
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARVEL CORPORATION		
<b>Street Address:</b>	5620 GLENRIDGE DRIVE N.E.		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30342		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 59</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4957676		
<b>Registration Number:</b>	4913535	CARVEL	
<b>Registration Number:</b>	4825159	SUNDAE DASHER	
<b>Serial Number:</b>	86331417	FLAVORLATOR	
<b>Registration Number:</b>	4823009	CARVEL	
<b>Registration Number:</b>	4822979		
<b>Registration Number:</b>	4822853	CARVEL	
<b>Registration Number:</b>	4822844	CARVEL	
<b>Registration Number:</b>	4092054	CARVELITE	
<b>Registration Number:</b>	3657900	CARVEL	
<b>Registration Number:</b>	3657898	CARVEL	
<b>Registration Number:</b>	3657899	CARVEL	
<b>Registration Number:</b>	3664804	LIL' ROUNDERS	
<b>Registration Number:</b>	3670573	CARVELATTES	
<b>Registration Number:</b>	3473413	ARCTIC BLENDERS	
<b>Registration Number:</b>	3266977		
<b>Registration Number:</b>	3266962		
<b>Registration Number:</b>	3266963		
<b>Registration Number:</b>	3286284	CARVEL SINFUL LOVE BAR	

CH \$1490.00 4957676

Property Type	Number	Word Mark
Registration Number:	3272285	CARVEL. . .AMERICA'S FRESHEST ICE CREAM
Registration Number:	3213185	SUNDAE DASHERS
Registration Number:	3157701	MOTHER EARTH
Registration Number:	3135817	FLYING SAUCER
Registration Number:	3028856	NUTTY THE GHOST
Registration Number:	3049986	BROWN BONNET
Registration Number:	3240469	CARVEL
Registration Number:	3011145	IT'S WHAT HAPPY TASTES LIKE.
Registration Number:	3067554	
Registration Number:	3118485	
Registration Number:	3110700	
Registration Number:	3115437	
Registration Number:	3094986	
Registration Number:	3125055	
Registration Number:	3034740	FUDGIE FANATICS
Registration Number:	2906609	BANANA BARGE
Registration Number:	2895682	IT'S WHAT HAPPY TASTES LIKE
Registration Number:	2956550	SLICE MMMS
Registration Number:	2805822	CARVELANCHE
Registration Number:	2555920	LOVE & LAUGHTER
Registration Number:	2514557	WEDNESDAY IS SUNDAE
Registration Number:	2510923	CARVEL
Registration Number:	2510924	CARVEL
Registration Number:	2551481	FIZZLERS
Registration Number:	2264542	LIL' LOVE
Registration Number:	2276742	GAME BALL
Registration Number:	2109457	CHIPSTERS
Registration Number:	1379376	HUG ME THE BEAR
Registration Number:	1341212	TOM THE TURKEY
Registration Number:	1342998	FUDGIE THE WHALE
Registration Number:	1306261	COOKIE PUSS
Registration Number:	1235544	
Registration Number:	0965716	CHERRY BONNET
Registration Number:	0970876	BROWN BONNET
Registration Number:	0844700	CARVELOG
Registration Number:	0834068	CHERRY BONNET
Registration Number:	0737303	CARVEL
Registration Number:	0716302	CARVEL

Property Type	Number	Word Mark
Registration Number:	0716227	CARVEL
Registration Number:	0723983	CARVEL

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** dlaker@paulweiss.com, aspoto@paulweiss.com

**Correspondent Name:** Danielle G. Laker

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	17514-033
<b>NAME OF SUBMITTER:</b>	Danielle Laker
<b>SIGNATURE:</b>	/Danielle Laker/
<b>DATE SIGNED:</b>	04/11/2017

**Total Attachments: 10**

- source=FOCUS Trademark Release (Carvel)(EXECUTED)#page1.tif
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- source=FOCUS Trademark Release (Carvel)(EXECUTED)#page10.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of April 6, 2017 (this "Release"), is made in favor of **CARVEL CORPORATION** (the "Assignee") by **CREDIT SUISSE AG** (the "Assignor"), in its capacity as Collateral Agent under that certain Credit Agreement, dated as of October 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Focus Brands Inc., as the Borrower, Focus Brands Holdings Inc., as Holdings, the lenders party thereto and the Assignor, as Administrative Agent and Collateral Agent.

**WITNESSETH:**

**WHEREAS**, the Assignor and the Assignee are parties to (i) that certain Guarantee and Collateral Agreement, dated as of October 5, 2016 (as amended and/or supplemented from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of October 5, 2016, in respect of the Security Agreement (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties a continuing security interest in and Lien on certain personal property of the Assignee, including all right, title and interest of the Assignee in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (i) each Trademark owned by the Assignee, 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 such security interest was 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, 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 Assignee 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 Assignee (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on October 13, 2016 on Reel 5898, Frame 0886; and

**WHEREAS**, the Assignee desires that the Assignor terminate and release its continuing security interest in and Lien on the Assignee’s right, title and interest in, to and under the Trademark Collateral, and the Assignor has duly authorized the execution and performance of this Release.

**NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided by reference in the Credit Agreement, Security Agreement and Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

SECTION 2. *Release of Security Interest in Trademark Collateral.* The Assignor hereby terminates, relinquishes, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in and Lien on all of the Assignee’s right, title and interest in, to and under the Trademark Collateral, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. *Recordation of Release.* The Assignor hereby authorizes the Assignee, or the Assignee’s authorized representative or representatives, as the case may be, to record this Release with the USPTO and any other applicable governmental office or agency. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Security Interest in Trademark Collateral; it being understood that such recordation shall be at the Assignee’s sole expense. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or their agents or designees) reasonably request (at the Assignee’s sole cost and expense) in order to confirm this Release and the Assignee’s right, title and interest in, to and under the Trademark Collateral.

SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Collateral shall be governed by and construed in accordance with the laws of the State of New York.

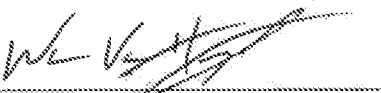
SECTION 5. *Delivery.* Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

[Signature Page Follows]

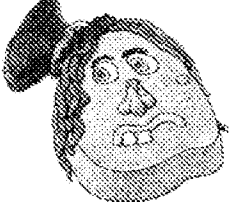




IN WITNESS WHEREOF this Release of Security Interest in Trademark Collateral has been duly executed as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
as Assignor

By:   
Name: Robert Hetu  
Title: Authorized Signatory

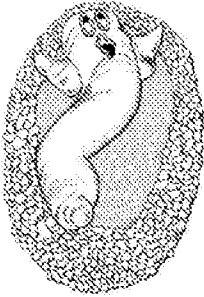
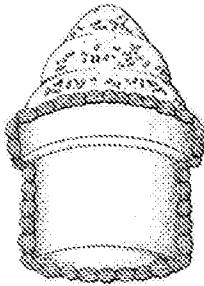
By:   
Name: Warren Van Heyst  
Title: Authorized Signatory

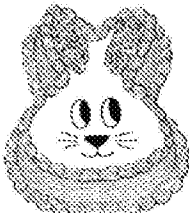


**SCHEDULE 1**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

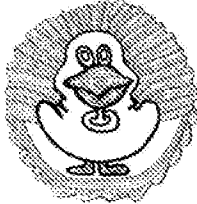
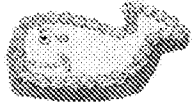
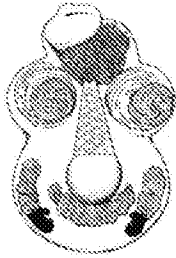

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	United States	86819696 13-NOV-2015	4957676 10-MAY-2016	Registered
CARVEL 	United States	86715102 05-AUG-2015	4913535 08-MAR-2016	Registered
SUNDAE DASHER  SUNDAE DASHER	United States	86370824 19-AUG-2014	4825159 06-OCT-2015	Registered
FLAVORLATOR  FLAVORLATOR	United States	86331417 08-JUL-2014	Not Available	Pending
CARVEL 	United States	86209182 03-MAR-2014	4823009 29-SEP-2015	Registered
<i>Design Only</i> 	United States	86189109 10-FEB-2014	4822979 29-SEP-2015	Registered
CARVEL 	United States	86150123 20-DEC-2013	4822853 29-SEP-2015	Registered



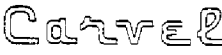
Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CARVEL <i>Carvel</i>	United States	86147314 18-DEC-2013	4822844 29-SEP-2015	Registered
CARVELITE CARVELITE	United States	85163786 28-OCT-2010	4092054 24-JAN-2012	Registered
CARVEL CARVEL	United States	77653217 21-JAN-2009	3657900 21-JUL-2009	Registered
CARVEL CARVEL	United States	77653186 21-JAN-2009	3657898 21-JUL-2009	Registered
CARVEL CARVEL	United States	77653209 21-JAN-2009	3657899 21-JUL-2009	Registered
LIL' ROUNDERS LIL' ROUNDERS	United States	77513108 02-JUL-2008	3664804 04-AUG-2009	Registered
CARVELATTES CARVELATTES	United States	77497191 12-JUN-2008	3670573 18-AUG-2009	Registered
ARCTIC BLENDERS ARCTIC BLENDERS	United States	77209858 19-JUN-2007	3473413 22-JUL-2008	Registered
<i>Design Only</i> 	United States	78962932 29-AUG-2006	3266977 17-JUL-2007	Registered



Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	United States	78945877 06-AUG-2006	3266962 17-JUL-2007	Registered
<i>Design Only</i> 	United States	78945878 06-AUG-2006	3266963 17-JUL-2007	Registered
CARVEL SINFUL LOVE BAR CARVEL SINFUL LOVE BAR	United States	78925215 09-JUL-2006	3286284 28-AUG-2007	Registered
CARVEL . . . AMERICA'S FRESHEST ICE CREAM CARVEL . . . AMERICA'S FRESHEST ICE CREAM	United States	78925206 09-JUL-2006	3272285 31-JUL-2007	Registered
SUNDAE DASHERS SUNDAE DASHERS	United States	78875743 03-MAY-2006	3213185 27-FEB-2007	Registered
MOTHER EARTH MOTHER EARTH	United States	78733677 14-OCT-2005	3157701 17-OCT-2006	Registered
FLYING SAUCER FLYING SAUCER	United States	78720054 25-SEP-2005	3135817 29-AUG-2006	Registered
NUTTY THE GHOST NUTTY THE GHOST	United States	78531401 13-DEC-2004	3028856 13-DEC-2005	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
BROWN BONNET  BROWN BONNET	United States	78531368 13-DEC-2004	3049986 24-JAN-2006	Registered
CARVEL  CARVEL	United States	78529825 09-DEC-2004	3240469 08-MAY-2007	Registered
IT'S WHAT HAPPY TASTES LIKE.  IT'S WHAT HAPPY TASTES LIKE.	United States	78464836 10-AUG-2004	3011145 01-NOV-2005	Registered
<i>Design Only</i>  	United States	78460415 02-AUG-2004	3067554 14-MAR-2006	Registered
<i>Design Only</i>  	United States	78460441 02-AUG-2004	3118485 18-JUL-2006	Registered
<i>Design Only</i>  	United States	78460481 02-AUG-2004	3110700 27-JUN-2006	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	United States	78460498 02-AUG-2004	3115437 11-JUL-2006	Registered
<i>Design Only</i> 	United States	78460574 02-AUG-2004	3094986 23-MAY-2006	Registered
<i>Design Only</i> 	United States	78460525 02-AUG-2004	3125055 01-AUG-2006	Registered
FUDGIE FANATICS  FUDGIE FANATICS	United States	78443045 29-JUN-2004	3034740 27-DEC-2005	Registered
BANANA BARGE	United States	78315731 20-OCT-2003	2906609 30-NOV-2004	Registered
IT'S WHAT HAPPY TASTES LIKE	United States	78301465 17-SEP-2003	2895682 19-OCT-2004	Registered
SLICE MMMS <b>Cross References:</b> SLICE THEM  SLICE MMMS	United States	76534707 23-JUL-2003	2956550 31-MAY-2005	Registered
CARVELANCHE	United States	78143569 12-JUL-2002	2805822 13-JAN-2004	Registered
LOVE & LAUGHTER	United States	76286676 17-JUL-2001	2555920 02-APR-2002	Registered
WEDNESDAY IS SUNDAE	United States	76050143 16-MAY-2000	2514557 04-DEC-2001	Registered
CARVEL 	United States	75663269 10-AUG-1999	2510923 20-NOV-2001	Registered

Mark	Country	Serial No. / Filing Date	Reg. No. / Reg. Date	Status
CARVEL 	United States	75663270 10-AUG-1999	2510924 20-NOV-2001	Registered
FIZZLERS	United States	75606571 16-DEC-1998	2551481 26-MAR-2002	Registered
LIL' LOVE	United States	75452256 18-MAR-1998	2264542 27-JUL-1999	Registered
GAME BALL	United States	75451986 17-MAR-1998	2276742 07-SEP-1999	Registered
CHIPSTERS	United States	74647085 15-MAR-1995	2109457 28-OCT-1997	Registered
HUG ME THE BEAR <b>HUG ME THE BEAR</b>	United States	73434462 14-JUL-1983	1379376 21-JAN-1986	Registered
TOM THE TURKEY <b>TOM THE TURKEY</b>	United States	73434466 14-JUL-1983	1341212 11-JUN-1985	Registered
FUDGIE THE WHALE <b>FUDGIE THE WHALE</b>	United States	73434460 14-JUL-1983	1342998 18-JUN-1985	Registered
COOKIE PUSS	United States	73423566 28-APR-1983	1306261 20-NOV-1984	Registered
<i>Design Only</i> 	United States	73213639 30-APR-1979	1235544 19-APR-1983	Registered
CHERRY BONNET	United States	72437367 02-OCT-1972	0965716 07-AUG-1973	Registered
BROWN BONNET	United States	72428778 29-JUN-1972	0970876 16-OCT-1973	Registered
CARVELOG	United States	72267010 17-MAR-1967	0844700 20-FEB-1968	Registered
CHERRY BONNET	United States	72238835 15-FEB-1966	0834068 22-AUG-1967	Registered
CARVEL 	United States	72136886 30-JAN-1962	0737303 04-SEP-1962	Registered
CARVEL	United States	72089132 18-JAN-1960	0716302 06-JUN-1961	Registered
CARVEL	United States	72089133 18-JAN-1960	0716227 30-MAY-1961	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CARVEL	United States	72089134 18-JAN-1960	0723983 14-NOV-1961	Registered