

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Auntie Anne's LLC		04/06/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FBIG LLC		
<b>Street Address:</b>	5620 Glenridge Drive NE		
<b>City:</b>	Atlanta,		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30342		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3946434		
<b>Registration Number:</b>	3410695		
<b>Registration Number:</b>	3327212	AUNTIE ANNE'S PRETZEL PERFECT	
<b>Registration Number:</b>	3327216		
<b>Registration Number:</b>	3327214	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>	2514260	AUNTIE ANNE'S AT HOME	
<b>Registration Number:</b>	2130367	AUNTIE ANNE'S	
<b>Registration Number:</b>	2056059	DUTCH ICE	
<b>Registration Number:</b>	1984997		
<b>Registration Number:</b>	1740051	AUNTIE ANNE'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dlaker@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Danielle G. Laker		
<b>TRADEMARK</b>			

CH \$315.00 3946434

**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

**ATTORNEY DOCKET NUMBER:** 17514-033

**NAME OF SUBMITTER:** Danielle Laker

**SIGNATURE:** /Danielle Laker/

**DATE SIGNED:** 04/13/2017

**Total Attachments: 5**

source=Trademark Assignment Agreement (Pre-Contribution\_ Auntie Anne\_s LLC to FBIG) (Executed)#page1.tif  
source=Trademark Assignment Agreement (Pre-Contribution\_ Auntie Anne\_s LLC to FBIG) (Executed)#page2.tif  
source=Trademark Assignment Agreement (Pre-Contribution\_ Auntie Anne\_s LLC to FBIG) (Executed)#page3.tif  
source=Trademark Assignment Agreement (Pre-Contribution\_ Auntie Anne\_s LLC to FBIG) (Executed)#page4.tif  
source=Trademark Assignment Agreement (Pre-Contribution\_ Auntie Anne\_s LLC to FBIG) (Executed)#page5.tif

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of April 6, 2017, by and between Auntie Anne’s LLC, a Georgia limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia, 30342, (“Assignor”), and FBIG LLC, a Georgia limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Focus Pre-Contribution Transfer Agreement among Assignor, Cinnabon LLC, Moe’s Franchisor LLC, Schlotzsky’s Franchise LLC, Focus Brands Inc. and FSC LLC, as transferors, and Assignee, as transferee, of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time

that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Conveyed IP.


THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

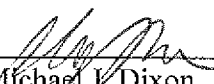
*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

AUNTIE ANNE'S LLC

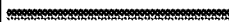


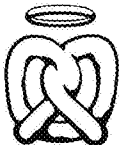



By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer



FBIG LLC

By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer

[Signature Page – Auntie Anne's LLC Trademark Assignment]

### Schedule 1 Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	United States	85004150 01-APR-2010	3946434 12-APR-2011	Registered
<i>Design Only</i> 	United States	78818645 20-FEB-2006	3410695 08-APR-2008	Registered
AUNTIE ANNE'S PRETZEL PERFECT 	United States	78804441 01-FEB-2006	3327212 30-OCT-2007	Registered
<i>Design Only</i> 	United States	78804547 01-FEB-2006	3327216 30-OCT-2007	Registered
AUNTIE ANNE'S 	United States	78804517 01-FEB-2006	3327214 30-OCT-2007	Registered
AUNTIE ANNE'S PRETZEL PERFECT 	United States	78800090 26-JAN-2006	3345712 27-NOV-2007	Registered
AUNTIE ANNE'S PRETZEL PERFECT 	United States	78800202 26-JAN-2006	3360662 25-DEC-2007	Registered
AUNTIE ANNE'S AT HOME	United States	75928810 19-FEB-2000	2514260 04-DEC-2001	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
AUNTIE ANNE'S 	United States	75219727 30-DEC-1996	2130367 20-JAN-1998	Registered
DUTCH ICE	United States	74671947 10-MAY-1995	2056059 22-APR-1997	Registered
<i>Design Only</i> 	United States	74544254 24-JUN-1994	1984997 09-JUL-1996	Registered
AUNTIE ANNE'S	United States	74251955 04-MAR-1992	1740051 15-DEC-1992	Registered