

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424300

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
<b>SEQUENCE:</b>	21

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARVEL FUNDING LLC		04/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CARVEL FRANCHISOR SPV 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: DELAWARE

## PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4957676	
Registration Number:	4913535	CARVEL
Registration Number:	4825159	SUNDAE DASHER
Serial Number:	86331417	FLAVORLATOR
Registration Number:	4823009	CARVEL
Registration Number:	4822979	
Registration Number:	4822853	CARVEL
Registration Number:	4822844	CARVEL
Registration Number:	4092054	CARVELITE
Registration Number:	3657900	CARVEL
Registration Number:	3657898	CARVEL
Registration Number:	3657899	CARVEL
Registration Number:	3664804	LIL' ROUNDERS
Registration Number:	3670573	CARVELATTES
Registration Number:	3473413	ARCTIC BLENDERS
Registration Number:	3266977	
Registration Number:	3266962	

CH \$1490.00 4957676

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3266963	
Registration Number:	3286284	CARVEL SINFUL LOVE BAR
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

Property Type	Number	Word Mark
Registration Number:	0737303	CARVEL
Registration Number:	0716302	CARVEL
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>	04/19/2017

**Total Attachments: 10**

source=Trademark Back-up Security Agreement (Third-Tier (Carvel Funding to Carvel Franchisor)) (Executed)#page1.tif  
source=Trademark Back-up Security Agreement (Third-Tier (Carvel Funding to Carvel Franchisor)) (Executed)#page2.tif  
source=Trademark Back-up Security Agreement (Third-Tier (Carvel Funding to Carvel Franchisor)) (Executed)#page3.tif  
source=Trademark Back-up Security Agreement (Third-Tier (Carvel Funding to Carvel Franchisor)) (Executed)#page4.tif  
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**NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS**

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of April 6, 2017, by CARVEL FUNDING LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia, 30342, (“Grantor”), in favor of CARVEL FRANCHISOR SPV LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the “Agreement”), Grantor has granted a security interest in Grantor’s right, title and interest in, to and under certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, 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 from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO 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 grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

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

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

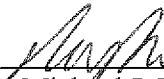
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4. This Notice 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 NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN COPYRIGHTS to be duly executed and delivered as of the date first written above.






CARVEL FUNDING LLC

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

[Signature Page - Back-up Security Interest in Copyrights (Third-Tier)]

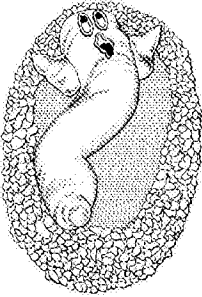
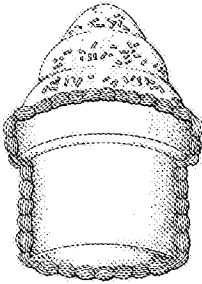
**TRADEMARK**  
**REEL: 006038 FRAME: 0600**

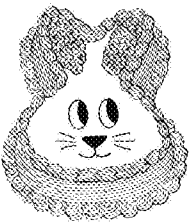

**Schedule 1  
Trademarks**

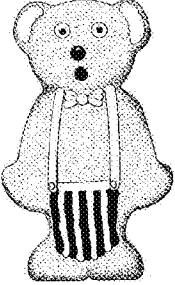
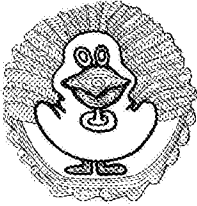
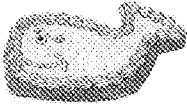
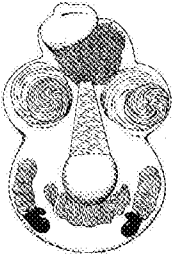
Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	United States	86819696 13-NOV-2015	4957676 10-MAY-2016	Registered
CARVEL 	United States	86715102 05-AUG-2015	4913535 08-MAR-2016	Registered
SUNDAE DASHER  SUNDAE DASHER	United States	86370824 19-AUG-2014	4825159 06-OCT-2015	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



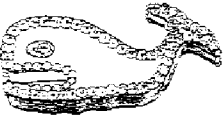
Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CARVEL <i>Carvel</i>	United States	86147314 18-DEC-2013	4822844 29-SEP-2015	Registered
CARVELITE CARVELITE	United States	85163786 28-OCT-2010	4092054 24-JAN-2012	Registered
CARVEL CARVEL	United States	77653217 21-JAN-2009	3657900 21-JUL-2009	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
<p><i>Design Only</i></p> 	United States	78945877 06-AUG-2006	3266962 17-JUL-2007	Registered
<p><i>Design Only</i></p> 	United States	78945878 06-AUG-2006	3266963 17-JUL-2007	Registered
<p>CARVEL SINFUL LOVE BAR</p> <p>CARVEL SINFUL LOVE BAR</p>	United States	78925215 09-JUL-2006	3286284 28-AUG-2007	Registered
<p>CARVEL . . AMERICA'S FRESHEST ICE CREAM</p> <p>CARVEL . . AMERICA'S FRESHEST ICE CREAM</p>	United States	78925206 09-JUL-2006	3272285 31-JUL-2007	Registered
<p>SUNDAE DASHERS</p> <p>SUNDAE DASHERS</p>	United States	78875743 03-MAY-2006	3213185 27-FEB-2007	Registered
<p>MOTHER EARTH</p> <p>MOTHER EARTH</p>	United States	78733677 14-OCT-2005	3157701 17-OCT-2006	Registered
<p>FLYING SAUCER</p> <p>FLYING SAUCER</p>	United States	78720054 25-SEP-2005	3135817 29-AUG-2006	Registered
<p>NUTTY THE GHOST</p> <p>NUTTY THE GHOST</p>	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

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	United States	78460481 02-AUG-2004	3110700 27-JUN-2006	Registered
<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
<b>FUDGIE FANATICS</b>  <b>FUDGIE FANATICS</b>	United States	78443045 29-JUN-2004	3034740 27-DEC-2005	Registered
<b>BANANA BARGE</b>	United States	78315731 20-OCT-2003	2906609 30-NOV-2004	Registered
<b>IT'S WHAT HAPPY TASTES LIKE</b>	United States	78301465 17-SEP-2003	2895682 19-OCT-2004	Registered
<b>SLICE MMMS</b> <b>Cross References: SLICE THEM</b>  <b>SLICE MMMS</b>	United States	76534707 23-JUL-2003	2956550 31-MAY-2005	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
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
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

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