

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	32

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUNTIE ANNE'S FRANCHISOR SPV LLC,		04/06/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3946434	
Registration Number:	3410695	
Registration Number:	3327212	AUNTIE ANNE'S PRETZEL PERFECT
Registration Number:	3327216	
Registration Number:	3327214	AUNTIE ANNE'S
Registration Number:	3345712	AUNTIE ANNE'S PRETZEL PERFECT
Registration Number:	3360662	AUNTIE ANNE'S PRETZEL PERFECT
Registration Number:	2514260	AUNTIE ANNE'S AT HOME
Registration Number:	2130367	AUNTIE ANNE'S
Registration Number:	2056059	DUTCH ICE
Registration Number:	1740051	AUNTIE ANNE'S
Registration Number:	1984997	

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

ATTORNEY DOCKET NUMBER: 17514-033

NAME OF SUBMITTER: Danielle Laker

SIGNATURE: /Danielle Laker/

DATE SIGNED: 04/20/2017

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of April 6, 2017, by and between AUNTIE ANNE’S FRANCHISOR SPV LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, 14th Floor, New York, New York 10013 (in such capacity, the “Trustee”).

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 Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantor and the other Guarantors in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, 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 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of the date hereof, by and among FOCUS Brands Funding LLC, a Delaware limited liability company, Carvel Funding LLC, a Delaware limited liability company, and McAlister's Funding LLC, a Delaware limited liability company, as co-issuers, and Citibank, as Trustee and securities intermediary (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture").

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee'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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and the Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral 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.

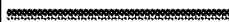


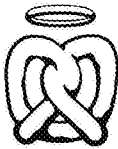



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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

AUNTIE ANNE'S FRANCHISOR SPV
LLC,
as Grantor

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

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