

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	34

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CINNABON FRANCHISOR SPV LLC		04/06/2017	Limited Liability Company: 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: 30

Property Type	Number	Word Mark
Registration Number:	5045563	CINNABON
Registration Number:	4993466	CINNABON
Registration Number:	4977734	CINNASWEETIES
Registration Number:	5046697	CINNABON
Registration Number:	4522832	CINNABON DELIGHTS
Registration Number:	4354854	CINNAPACK
Registration Number:	3815170	CINNABON
Registration Number:	3601985	CINNABON STIX
Registration Number:	3670520	LIFE NEEDS FROSTING
Registration Number:	3758395	LIFE NEEDS FROSTING
Registration Number:	3439741	CHILLATTAS
Registration Number:	3421489	CINNABON
Registration Number:	3397317	CINNABON
Registration Number:	3845532	CINNABON
Registration Number:	3197342	CINNABON
Registration Number:	3014148	TROPICAL BLAST
Registration Number:	3061125	CINNABON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3074505	CINNABON
Registration Number:	2953570	CINNAPOPPERS
Registration Number:	3218506	CINNABON
Registration Number:	3360336	CINNABON
Registration Number:	2304346	CINNABON WORLD FAMOUS CINNAMON ROLLS
Registration Number:	2199951	CARAMEL PECANBON
Registration Number:	2147818	MINIBON
Registration Number:	2137495	CINNABON
Registration Number:	2098432	
Registration Number:	2029844	WORLD FAMOUS CINNAMON ROLLS
Registration Number:	1921083	MAKARA
Registration Number:	1657550	MOCHALATTA CHILL
Registration Number:	1424169	CINNABON

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: 6

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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 CINNABON 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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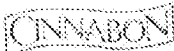
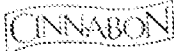

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

CINNABON 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
CINNABON 	United States	86923441 29-FEB-2016	5045563 20-SEP-2016	Registered
CINNABON 	United States	86853952 18-DEC-2015	4993466 05-JUL-2016	Registered
CINNASWEETIES CINNASWEETIES	United States	86799186 26-OCT-2015	4977734 14-JUN-2016	Registered
CINNABON CINNABON	United States	86692071 14-JUL-2015	5046697 20-SEP-2016	Registered
CINNABON DELIGHTS CINNABON DELIGHTS	United States	85778361 13-NOV-2012	4522832 29-APR-2014	Registered
CINNAPACK CINNAPACK	United States	85515671 13-JAN-2012	4354854 18-JUN-2013	Registered
CINNABON CINNABON	United States	77583364 01-OCT-2008	3815170 06-JUL-2010	Registered
CINNABON STIX CINNABON STIX	United States	77556761 27-AUG-2008	3601985 07-APR-2009	Registered
LIFE NEEDS FROSTING LIFE NEEDS FROSTING	United States	77480772 21-MAY-2008	3670520 18-AUG-2009	Registered
LIFE NEEDS FROSTING LIFE NEEDS FROSTING	United States	77480782 21-MAY-2008	3758395 09-MAR-2010	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CHILLATTAS CHILLATTAS	United States	77263830 24-AUG-2007	3439741 03-JUN-2008	Registered
CINNABON 	United States	77109719 16-FEB-2007	3421489 06-MAY-2008	Registered
CINNABON CINNABON	United States	77098015 02-FEB-2007	3397317 18-MAR-2008	Registered
CINNABON CINNABON	United States	77020724 13-OCT-2006	3845532 07-SEP-2010	Registered
CINNABON 	United States	78447250 07-JUL-2004	3197342 09-JAN-2007	Registered
TROPICAL BLAST TROPICAL BLAST	United States	78424393 25-MAY-2004	3014148 08-NOV-2005	Registered
CINNABON 	United States	78401487 14-APR-2004	3061125 21-FEB-2006	Registered
CINNABON CINNABON	United States	78401475 14-APR-2004	3074505 28-MAR-2006	Registered
CINNAPOPPERS	United States	78286674 13-AUG-2003	2953570 17-MAY-2005	Registered
CINNABON	United States	78165483 18-SEP-2002	3218506 13-MAR-2007	Registered
CINNABON	United States	78095775 29-NOV-2001	3360336 25-DEC-2007	Registered
CINNABON WORLD FAMOUS CINNAMON ROLLS 	United States	75647375 24-FEB-1999	2304346 28-DEC-1999	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CARAMEL PECANBON	United States	75400607 05-DEC-1997	2199951 27-OCT-1998	Registered
MINIBON	United States	75291070 13-MAY-1997	2147818 31-MAR-1998	Registered
CINNABON	United States	75279353 22-APR-1997	2137495 17-FEB-1998	Registered
<i>Design Only</i> 	United States	75020660 16-NOV-1995	2098432 16-SEP-1997	Registered
WORLD FAMOUS CINNAMON ROLLS	United States	74734362 26-SEP-1995	2029844 14-JAN-1997	Registered
MAKARA	United States	74418259 27-JUL-1993	1921083 19-SEP-1995	Registered
MOCHALATTA CHILL	United States	74061605 22-MAY-1990	1657550 17-SEP-1991	Registered
CINNABON	United States	73591336 03-APR-1986	1424169 06-JAN-1987	Registered