

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424447

| | | | |
|-----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS | | |
| SEQUENCE: | 33 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CARVEL 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: 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

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 17514-033 |
| NAME OF SUBMITTER: | Danielle Laker |
| SIGNATURE: | /Danielle Laker/ |
| DATE SIGNED: | 04/20/2017 |

Total Attachments: 10

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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 CARVEL 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.

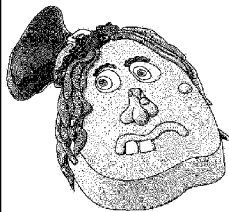




CARVEL FRANCHISOR SPV LLC,
as Grantor

By: _____

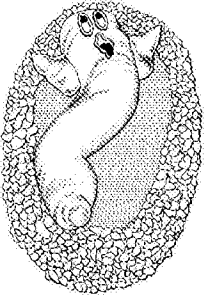
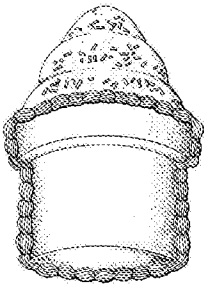

Name: Michael J. Dixon

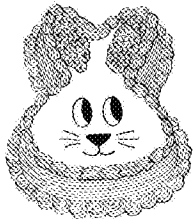

Title: Chief Financial Officer

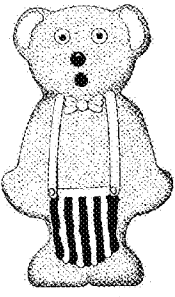
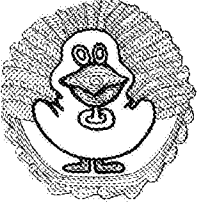
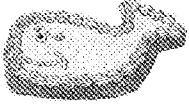
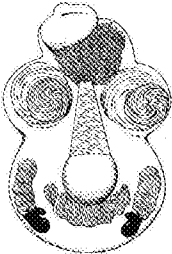
Schedule 1 Trademarks




| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Status |
|---|---------------|----------------------------|------------------------|------------|
| <i>Design Only</i>  | United States | 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 |
| Design Only  | 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 |
| Design Only  | United States | 78460415 02-AUG-2004 | 3067554 14-MAR-2006 | Registered |
| Design Only  | 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 |
| 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 Cross References: SLICE THEM SLICE MMMS | 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 HUG ME THE BEAR | United States | 73434462 14-JUL-1983 | 1379376 21-JAN-1986 | Registered |
| TOM THE TURKEY TOM THE TURKEY | United States | 73434466 14-JUL-1983 | 1341212 11-JUN-1985 | Registered |
| FUDGIE THE WHALE FUDGIE THE WHALE | 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 |