

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468246

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mannon Specialty Foods, Inc.		03/28/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cinnabon 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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86967904	COOKIEBON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>Phone:</b>	312-368-4000		
<b>Email:</b>	ch.tm@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	362223-295		
<b>NAME OF SUBMITTER:</b>	Peggy L McBride		
<b>SIGNATURE:</b>	/PLMcBride/		
<b>DATE SIGNED:</b>	04/03/2018		
<b>Total Attachments: 2</b>			
source=COOKIEBON Assignment-Mannon Specialty Foods to Cinnabon Franchisor SPV LLC-86967904#page1.tif			
source=COOKIEBON Assignment-Mannon Specialty Foods to Cinnabon Franchisor SPV LLC-86967904#page2.tif			

CH \$40.00 86967904

## EXHIBIT A

### ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of the 28th day of March 2018, is made by and between Mannon Specialty Foods, Inc. (the "Assignor") and Cinnabon Franchisor SPV LLC (the "Assignee").

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to U.S. Application No. 86967904 for, as well as all common law rights and associated goodwill in the trademark COOKIEBON in connection with cookies, cookie dough, and cinnamon rolls; bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises (collectively, the "Mark");

**WHEREAS**, in connection with that certain Settlement Agreement dated as of March 28, 2018, by and between Assignor and Assignee (the "Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee any and all rights Assignee owns in the Mark, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Mark in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. Effective as of date hereof, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Mark worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Mark, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark, and any and all goodwill of the business associated with the use of, or symbolized by, the Mark.

2. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

3. Limited Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of either party or

any of its parents, subsidiaries, or affiliates shall have any liability for any obligations or liabilities of either party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

CINNABON FRANCHISOR SPV LLC

MANNON SPECIALTY FOODS INC.

By: *Sarah Powell*

By: *[Signature]*

Name: Sarah Powell

Name: Jon MANNON

Position: EVP, General Counsel

Position: CEO

Date: 3/28/18

Date: 3/27/18

Approved By

FOCUS Brands  
LEGAL DEPT.

By: *[Signature]*