

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		03/23/2023	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HDN Development Corporation		
Street Address:	370 Knollwood Street		
Internal Address:	Suite 400		
City:	Winston Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Corporation: KENTUCKY		
Name:	Krispy Kreme Doughnut Corporation		
Street Address:	2116 Hawkins Street		
Internal Address:	Suite 101		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28203		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	2263243	AMERICA'S FAVORITE	
Registration Number:	2181996		
Registration Number:	2181993		
Registration Number:	2821349	BREWBOX	
Registration Number:	3171816	DOUGHNUT THEATER	
Registration Number:	4540671	DOUGHNUTS ON PARADE	
Registration Number:	2832807	FRESH. HOT. NOW.	
Registration Number:	2780560	FRESH. HOT. NOW.	
Registration Number:	3953321		
Registration Number:	1973398	HOT DOUGHNUTS NOW	
Registration Number:	2034447	HOT DOUGHNUTS NOW	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	1719628	HOT DOUGHNUTS NOW
Registration Number:	2833672	HOT DOUGHNUTS NOW
Registration Number:	2580896	HOT DOUGHNUTS NOW
Registration Number:	2671005	HOT DOUGHNUTS NOW
Registration Number:	2748338	HOT KRISPY KREME ORIGINAL GLAZED NOW
Registration Number:	2003276	KK
Registration Number:	4662802	KK
Registration Number:	0939105	KK
Registration Number:	3575605	KOOL KREME
Registration Number:	3575606	KOOL KREME
Registration Number:	1776001	KRISPY JUNIORS
Registration Number:	0938245	KRISPY KREME
Registration Number:	0967684	KRISPY KREME
Registration Number:	0961976	KRISPY KREME
Registration Number:	0995291	KRISPY KREME
Registration Number:	2003277	KRISPY KREME
Registration Number:	2004522	KRISPY KREME
Registration Number:	2127405	KRISPY KREME
Registration Number:	3254684	KRISPY KREME
Registration Number:	5125271	KRISPY KREME
Registration Number:	0539165	KRISPY KREME
Registration Number:	0939106	KRISPY KREME
Registration Number:	0961975	KRISPY KREME
Registration Number:	0967683	KRISPY KREME
Registration Number:	3386344	KRISPY KREME CHILLERS
Registration Number:	2003278	KRISPY KREME DOUGHNUTS
Registration Number:	1683112	KRISPY KREME DOUGHNUTS
Registration Number:	2452758	ORIGINAL GLAZED
Registration Number:	2768384	ORIGINAL KREME
Registration Number:	4464117	
Serial Number:	88279442	KRISPY KREME
Serial Number:	88258015	KRISPY KREME DOUGHNUTS
Serial Number:	88360493	KRISPY KREME DOUGHNUTS
Serial Number:	88360489	KRISPY KREME
Registration Number:	5684299	KRISPY KREME NOW
Registration Number:	5687322	ORIGINAL GLAZED
Registration Number:	5660520	
Serial Number:	87726574	DOUGHNUT MILK

Property Type	Number	Word Mark
Registration Number:	5307931	KK

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	153780/41
--------------------------------	-----------

NAME OF SUBMITTER:	M. Oren Epstein
---------------------------	-----------------

SIGNATURE:	/MOE/
-------------------	-------

DATE SIGNED:	03/24/2023
---------------------	------------

Total Attachments: 8

source=KKD - IP Security Release (Citi Payoff) [Executed]#page1.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page2.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page3.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page4.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page5.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page6.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page7.tif

source=KKD - IP Security Release (Citi Payoff) [Executed]#page8.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “IP Release”), dated as of March 23, 2023, is made by CITIBANK, N.A. (“Citi”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of HDN Development Corporation and Krispy Kreme Doughnut Corporation (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms defined in the IP Security Agreement or in the Security Agreement (each as defined below) and not otherwise defined herein are used herein as defined in the IP Security Agreement or in the Security Agreement, as the case may be (and in the event a term is defined differently in the IP Security Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the IP Security Agreement).

WHEREAS, the Collateral Agent and the Grantors, amongst others, are parties to (i) that certain Pledge and Security Agreement, dated as of June 13, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of June 13, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, pursuant to the IP Security Agreement, the Grantors pledged, assigned and granted to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the Collateral (as defined below), including the items set forth in Schedule I hereto;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on June 13, 2019, at Reel 049471, Frame 0347, and on June 13, 2019, at Reel 6669, Frame 0705, and the United States Copyright Office (“Copyright Office”) on June 17, 2019, at Volume 9989, Document 667; and

WHEREAS, the Collateral Agent agrees to fully discharge, terminate and release its security interest in all of each Grantor’s right, title and interest in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Security Interest in Collateral. The Collateral Agent hereby terminates, releases and discharges fully its security interest in all of each Grantor’s right, title and interest in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the U.S., including the following (the “Collateral”):

- (i) any and all Patents;
- (ii) any and all Trademarks;
- (iii) any and all Copyrights;

(iv) any and all registrations and applications for registration for any of the foregoing in the USPTO or the Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of U.S. Patents, Trademarks, and Copyrights set forth in Schedule I, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all exclusive licenses to one or more Copyrights registered with the Copyright Office.

SECTION 2. Recordation of Release. The Collateral Agent hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Release. The Collateral Agent further agrees, upon the reasonable request of a Grantor, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that such Grantor may reasonably require to effect the intent and purpose of this IP Release, provided that all such documents are to be prepared by such Grantor, and approved by the Collateral Agent, and the cost and expense of such documents and actions shall be borne solely by such Grantor.

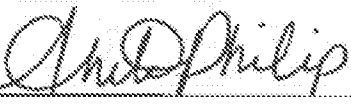
SECTION 3. Delivery. Delivery of an executed signature page to this IP Release by email or other electronic (including in “.pdf” or “.tif” format) means shall be effective as delivery of a manually executed counterpart of this IP Release.

SECTION 4. Governing Law. **THIS IP RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral Agent has caused this IP Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CITIBANK, N.A.,
as Collateral Agent

By: 

Name: Anita Philip
Title: Vice President

Schedule I

Patents and Trademarks

A. *Patents*

Owner	Title	App. No. App. Date	Reg. No. Reg. Date
HDN Development Corporation	Methods and systems for automatically extruding and cutting dough-based products having pre-selected weights	09/864,701 05/23/2001	6511689 01/28/2003
HDN Development Corporation	Methods and systems for automatically extruding and cutting dough-based products having pre-selected weights	10/351,820 01/27/2003	7029715 04/18/2006
HDN Development Corporation	Method and apparatus for applying glaze or other coatings to food products	10/651,694 08/29/2003	7293525 11/13/2007
HDN Development Corporation	Methods and apparatuses for cutting dough utilizing a shaped opening	11/227,743 09/15/2005	8002534 08/23/2011
HDN Development Corporation	Doughnut	29/288,281 06/06/2007	D695488 12/17/2013
HDN Development Corporation	Doughnut	29/272,442 02/08/2007	D613027 04/06/2010
HDN Development Corporation	Doughnut	29/293,090 11/07/2007	D586528 02/17/2009
HDN Development Corporation	Doughnut	29/332,434 02/16/2009	D614828 05/04/2010
HDN Development Corporation	Doughnut	29/332,435 02/16/2009	D614829 05/04/2010
HDN Development Corporation	Doughnut	29/332,558 02/19/2009	D615276 05/11/2010
HDN Development Corporation	Doughnut	29/286,232 04/27/2007	D586978 02/24/2009
HDN Development Corporation	Doughnut	29/462,894 08/09/2013	D731141 06/09/2015
HDN Development Corporation	Methods and apparatuses for cutting dough utilizing a shaped opening	13/215,817 08/23/2011	9398772 7/26/2016
HDN Development Corporation	Methods and systems for preparing dough-based products	13/886,387 05/03/2013	10092012 10/09/2018

Pending Patents

Owner	Title	App. No. App. Date
HDN Development Corporation	Doughnut	29/462,908 08/09/2013

B. Trademarks

Owner	Trademark	Appl. No. Filing date	Reg. No. Reg. Date
HDN Development Corporation	AMERICA'S FAVORITE	75538444 8/18/1998	2263243 7/20/1999
HDN Development Corporation	Bowtie Design (no band)	75253793 3/7/1997	2181996 8/18/1998
HDN Development Corporation	Bowtie Design (with band)	75253428 3/7/1997	2181993 8/18/1998
HDN Development Corporation	BREWBOX	78236894 4/11/2003	2821349 3/9/2004
HDN Development Corporation	DOUGHNUT THEATER	76429003 7/10/2002	3171816 11/14/2006
HDN Development Corporation	DOUGHNUTS ON PARADE	86047913 8/26/2013	4540671 5/27/2014
HDN Development Corporation	FRESH. HOT. NOW.	76437711 8/2/2002	2832807 4/13/2004
HDN Development Corporation	FRESH. HOT. NOW.	76437712 8/2/2002	2780560 11/4/2003
HDN Development Corporation	GREEN SPOTS DESIGN	77947174 3/1/2010	3953321 5/3/2011
HDN Development Corporation	HOT DOUGHNUTS NOW	74547712 7/11/1994	1973398 5/7/1996
HDN Development Corporation	HOT DOUGHNUTS NOW	74680204 5/26/1995	2034447 1/28/1997
HDN Development Corporation	HOT DOUGHNUTS NOW & Design	74059011 5/11/1990	1719628 9/22/1992
HDN Development Corporation	HOT DOUGHNUTS NOW & Design	76379002 3/6/2002	2833672 4/20/2004
HDN Development Corporation	HOT DOUGHNUTS NOW & Design	76044893 5/9/2000	2580896 6/18/2002
HDN Development Corporation	HOT DOUGHNUTS NOW & Design	76118335 8/29/2000	2671005 1/7/2003

HDN Development Corporation	HOT KRISPY KREME ORIGINAL GLAZED NOW & Design	76333056 11/1/2001	2748338 8/5/2003
HDN Development Corporation	KK & Design	75022751 11/21/1995	2003276 9/24/1996
HDN Development Corporation	KK & Design	86271348 55/2014	4662802 12/30/2014
HDN Development Corporation	KK & Design	72399012 8/2/1971	939105 7/25/1972
HDN Development Corporation	KOOL KREME	77510966 6/30/2008	3575605 2/17/2009
HDN Development Corporation	KOOL KREME	77510972 6/30/2008	3575606 2/17/2009
HDN Development Corporation	KRISPY JUNIORS	74215273 10/22/1991	1776001 6/8/1993
HDN Development Corporation	KRISPY KREME	72399013 8/2/1971	938245 7/18/1972
HDN Development Corporation	KRISPY KREME	72401405 8/27/1971	967684 9/4/1973
HDN Development Corporation	KRISPY KREME	72401852 9/2/1971	961976 6/26/1973
HDN Development Corporation	KRISPY KREME	72449588 2/23/1973	995291 10/8/1974
HDN Development Corporation	KRISPY KREME	75022752 11/21/1995	2003277 9/24/1996
HDN Development Corporation	KRISPY KREME	75022753 11/21/1995	2004522 10/1/1996
HDN Development Corporation	KRISPY KREME	75239141 2/10/1997	2127405 1/6/1998
HDN Development Corporation	KRISPY KREME	78236823 4/11/2003	3254684 6/26/2007
HDN Development Corporation	KRISPY KREME	86720873 8/11/2015	5125271 1/17/2017
HDN Development Corporation	KRISPY KREME (Stylized)	71539529 10/30/1947	539165 3/13/1951
HDN Development Corporation	KRISPY KREME (Stylized)	72399014 8/2/1971	939106 7/25/1972
HDN Development Corporation	KRISPY KREME (Stylized)	72401851 9/2/1971	961975 6/26/1973
HDN Development Corporation	KRISPY KREME (Stylized)	72401404 8/27/1971	967683 9/4/1973
HDN Development Corporation	KRISPY KREME CHILLERS	78642999 6/3/2005	3386344 2/19/2008

HDN Development Corporation	KRISPY KREME DOUGHNUTS & Design	75022754 11/21/1995	2003278 9/24/1996
HDN Development Corporation	KRISPY KREME DOUGHNUTS & Design	74132227 1/22/1991	1683112 4/14/1992
HDN Development Corporation	ORIGINAL GLAZED	75857957 11/24/1999	2452758 5/22/2001
HDN Development Corporation	ORIGINAL KREME	76349699 12/17/2001	2768384 9/23/2003
HDN Development Corporation	RACING DOUGHNUT DESIGN	85978912 3/14/2012	4464117 1/7/2014
HDN Development Corporation	KRISPY KREME (North Carolina State Registration)	00-619942 3/15/1939	000677 3/15/1939
HDN Development Corporation	KRISPY KREME (Stylized)	88279442 1/28/2019	
HDN Development Corporation	KRISPY KREME DOUGHNUTS & Design	88258015 1/11/2019	
HDN Development Corporation	KRISPY KREME DOUGHNUTS & Design	88360493 3/28/2019	
HDN Development Corporation	KRISPY KREME	88360489 3/28/2019	
HDN Development Corporation	KRISPY KREME NOW	87948533 6/5/2018	5684299 2/26/2019
HDN Development Corporation	ORIGINAL GLAZED	87740356 1/2/2018	5687322 2/26/2019
HDN Development Corporation	Donut Design	87948501 6/5/2018	5660520 1/22/2019
HDN Development Corporation	DOUGHNUT MILK	87726574 12/19/2017	
HDN Development Corporation	KK & Design	87130539 8/8/2016	5307931 10/10/2017

Copyrights: Exclusive Copyright Licenses

(a) *Copyrights*

Owner	Copyright Title	Reg. No.	Reg. Date
Krispy Kreme Doughnut Corporation	Krispy Kreme automated route sales.	TXu000207986	08/19/1985
Krispy Kreme Doughnut Corporation	Krispy Kreme automated route sales.	TXu000207987	08/19/1985
Krispy Kreme Doughnut Corporation	Krispy Kreme automated route sales handbook.	TXu000208351	08/20/1985
Krispy Kreme Doughnut Corporation	Krispy Kreme Doughnut Corporation shop system (OCTOBER 7, 1988) : Prev. or alternative ti., Krispy Kreme automated route sales : Krispy Kreme Doughnut Corporation shop system (2/13/82)	TXu000359092	02/23/1989
Krispy Kreme Doughnut Corporation	Krispy Kreme Doughnut Corporation shop system : prev. or alternative ti., Krispy Kreme automated route sales	TXu000286505	06/24/1987
Krispy Kreme Doughnut Corporation	Krispy Kreme Doughnut Corporation shop system training and reference guide.	TXu000359093	02/23/1989
Krispy Kreme Doughnut Corporation	Krispy Kreme Doughnut Corporation shop system training and reference guide.	TXu000286644	06/24/1987
Krispy Kreme Doughnut Corporation	Krispy Kreme Doughnut Corporation shop system training and reference guide.	TXu000260264	11/13/1986

(b) *Exclusive Copyright Licenses*

None.