

FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/9)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF Patent and Trademark Office

Tab settings 000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CINNABON, INC.

- Individual(s)
- General Partnership
- Corporation-State WA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Agent Internal Address:

Street Address : 222 North LaSalle Street

City: Chicago State: IL

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State DE

If assignee is not domiciled in the United States, a designation is attached:  Yes  No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 4, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s) PLEASE SEE ATTACHED

B. Trademark Registration PLEASE SEE ATTACHED

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

Street Address:

City: State: ZIP:

6. Total number of applications and registrations 20

7. Total fee (37 CFR 3.41) \$ 515.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: 50-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

RAKHEE VERMA Name of Person

 Signature

NOVEMBER 19, 2004

Total number of pages including cover sheet, attachments, and



Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK



REEL: 003003 FRAME: 0682

CH \$615.00 603166 1426734

*Schedule 1 to Trademark Security Agreement*

MARK	LOGO	COUNTRY	APP. DATE	APP. NO.	REG. DATE	REG. NO.
CINNABON & three swirl logo		U.S.A.	04/03/86	73591337	01/27/87	1426734
CINNABON	n/a	U.S.A.	04/22/97	75279353	02/17/98	2137495
CINNABON	n/a	U.S.A.	04/03/86	73/591336	01/06/87	1424169
MOCHALATTA CHILL	n/a	U.S.A.	05/22/90	74/061605	09/17/91	1657550
MAKARA	n/a	U.S.A.	07/01/93	74/418259	09/19/95	1921083
WORLD FAMOUS CINNAMON ROLLS	n/a	U.S.A.	09/26/95	74/734362	01/14/97	2029844
VAREVA JUICE & design		U.S.A.	09/26/95	74/734364	03/11/97	2042923
MINIBON DELIGHT	n/a	U.S.A.	05/13/97	75/291055	07/06/99	22509857
CARAMEL PECANBON	n/a	U.S.A.	12/05/97	75/400607	10/27/98	2199951
BERRYBON	n/a	U.S.A.	05/07/98	75/481352	11/23/99	2294766
cinnamon roll configuration	n/a	U.S.A.	11/16/95	75/020660	09/16/97	2098432

ATL01/11778859v1

MARK	LOGO	COUNTRY	APP. DATE	APP. NO.	REG. DATE	REG. NO.
MINIBON	n/a	U.S.A.	05/13/97	75/291070	03/31/98	2147818
ICECAPE	n/a	U.S.A.	05/07/98	75/481329	11/09/99	2291593
CINNABON WORLD FAMOUS CINNAMON ROLLS & design		U.S.A.	02/24/99	75/647375	12/28/99	2304346
CARAMEL FROSTED APPLEBON & design		U.S.A.	10/12/99	75/820616	11/21/00	2405968
TEDDYBON	n/a	U.S.A.	07/10/00	76/085868	03/18/03	2698890
APPLEBON	n/a	U.S.A.	10/05/00	76/141112	04/15/03	2707585
CINNABON STIX	n/a	U.S.A.	02/01/01	76/203003	02/05/02	2536265
BAKING YOURS FRESH RIGHT NOW	n/a	U.S.A.	02/05/01	76/204336	08/27/02	2612036
CHOCOLATEBON	n/a	U.S.A.	04/02/01	76/234319	01/07/03	2673018

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of November 4, 2004 by CINNABON, INC., a Washington corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for those certain financial institutions ("Lenders") party to the Credit Agreement described below ("Grantee"):

**WITNESSETH**

WHEREAS, Grantor and Grantee, among others, are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith by Grantor and Grantee, among others (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Security Agreement.** The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future: (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

**CINNABON, INC.,**  
a Washington corporation

By:

Name: *Loraine Leonte*

Title: CEO



Schedule 1 To Trademark Security Agreement

Trademark Security Agreement-Carvel Corporation