

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Carvel Corporation	07/13/2004
RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Agent
Street Address:	222 North LaSalle Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60640162
Patent Number:	D505823
CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-783-2700
Email:	pagodoa@federalresearch.com
Correspondent Name:	CBC Companies dba Federal Research
Address Line 1:	1030 Fifteenth Street, NW, Ste 920
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 6
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of July 13, 2005 by **CARVEL CORPORATION**, a Delaware 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 and lenders (“**Lenders**”) party to the Credit Agreement described below (“**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as 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**”) by and among Grantor, Focus Brands Inc., a Delaware corporation (“**Holdings**”), Cinnabon International, Inc., a Delaware corporation (“**Cinnabon Holdings**”), Cinnabon, Inc., a Washington corporation (“**Cinnabon**”; Grantor, Cinnabon, Holdings, and Cinnabon Holdings, the “**Borrowers**” and each, individually, a “**Borrower**”), Grantee, and the Lenders from time to time party thereto, which Credit Agreement amends and restates that certain Amended and Restated Credit Agreement dated as of November 4, 2004 (the “**Existing Credit Agreement**”, which Existing Credit Agreement amended and restated that certain Credit Agreement dated December 23, 2003), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Debtors; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Borrower Security Agreement dated as of November 4, 2004 among 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 Patents (as defined in the Security Agreement), 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 “**Patent Collateral**”), whether now owned or existing or hereafter created, acquired or arising:


(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

[Remainder of page intentionally left blank; signature page follows]

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

CARVEL CORPORATION,
a Delaware corporation

By: 
Name: Kathryn A. Rookes
Title: Vice President
Legal

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc., as Agent

By: _____
Name: Jason J. Swanson
Title: Vice President

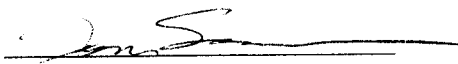
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CARVEL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc., as Agent

By: 
Name: Jason J. Swanson
Title: Vice President

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
The ornament design for a dispensing apparatus, as shown and described	D505823

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
	60/640,162	12/19/2004