

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARVEL CORPORATION	02/21/2012
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D505823
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Thomas Fahey
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Address Line 2:	National Corporate Research
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F138170
NAME OF SUBMITTER:	Karen S. Cottrell
Total Attachments: 5 source=1L.PSA.Carvel.Corporation#page2.tif source=1L.PSA.Carvel.Corporation#page3.tif source=1L.PSA.Carvel.Corporation#page4.tif source=1L.PSA.Carvel.Corporation#page5.tif source=1L.PSA.Carvel.Corporation#page6.tif	

OP \$40.00 D505823

## PATENT SECURITY AGREEMENT

### (Patents, Patent Applications and Patent Licenses)

PATENT SECURITY AGREEMENT dated as of February 21, 2012, between CARVEL CORPORATION, a Delaware corporation (the “**Grantor**”), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Focus Brands Inc. (the “**Borrower**”), Focus Brands Holdings Inc., the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a First Lien Credit Agreement dated as of February 21, 2012 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of February 21, 2012 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under 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 acquired or arising:

- (i) each Patent owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

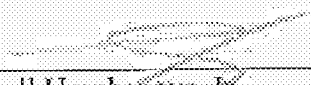
Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CARVEL CORPORATION

By: \_\_\_\_\_

  
Name: Russell Umphenour, Jr.  
Title: Chief Executive Officer

*Signature Page to First Lien Patent Security Agreement  
[Carvel Corporation]*

**PATENT**  
**REEL: 027793 FRAME: 0372**

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By: 

Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By: 

Name: KEVIN BUDDHDEW  
Title: ASSOCIATE

*Signature Page to First Lien Patent Security Agreement  
[Carvel Corporation]*

**PATENT**  
**REEL: 027793 FRAME: 0373**

**CARVEL CORPORATION  
PATENTS AND DESIGN PATENTS**

<b>Patent No.</b>	<b>Issued</b>	<b>Expiration</b>	<b>Country</b>	<b>Title</b>
D505823	06/07/2005	June 7, 2019	USA	Dispensing Apparatus

**PATENT APPLICATIONS**

<b>Case No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Date</b>	<b>Filing Title</b>
None				

**PATENT LICENSES**

<b>Name of Agreement</b>	<b>Parties Licensor/Licensee</b>	<b>Date of Agreement</b>	<b>Subject Matter</b>
None			