

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Togos Eateries, Inc.		03/01/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3032350	ENDLESS COMBINATIONS	
Registration Number:	2263286	TOGO'S	
Registration Number:	2431672	TOGO'S	
Registration Number:	1264395	TOGO'S	
Registration Number:	2429998	TOGO'S GREAT SANDWICHES	
Registration Number:	2429999	TOGO'S GREAT SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

OP \$165.00 3032350

ATTORNEY DOCKET NUMBER:	509335/0914
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	03/02/2006
Total Attachments: 7 source=TogoT#page1.tif source=TogoT#page2.tif source=TogoT#page3.tif source=TogoT#page4.tif source=TogoT#page5.tif source=TogoT#page6.tif source=TogoT#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of March 1, 2006 is made by Togos Eateries, Inc., a California corporation, located at 130 Royall Street, Canton, Massachusetts 02021 (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 1, 2006 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Dunkin’ Brands Acquisition, Inc., a Delaware corporation (“DB Acquisition”) (to be merged with and into Dunkin’ Brands, Inc., the “Company”), and the Overseas Revolver Borrowers from time to time a party thereto (together with the Company, the “Borrowers”), Dunkin’ Brands Holdings, Inc., a Delaware corporation (“Holdings”), Dunkin’ Brands, Inc., a Delaware corporation, the Lenders, the Agent, Citigroup Global Markets Inc., Deutsche Bank Trust Company Americas, and Morgan Stanley Senior Funding, Inc., as Co-Documentation Agents, and Lehman Commercial Paper Inc., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, DB Acquisition, Holdings, Dunkin’ Brands, Inc., Obligor and certain other subsidiaries of Dunkin’ Brands, Inc. have executed and delivered an Intellectual Property Security Agreement, dated as of March 1, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Intellectual Property Security Agreement and is expressly subject to the terms and conditions thereof. The Intellectual Property Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Intellectual Property Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TOGOS EATERIES, INC.,

by



Name: Kate Lavelle

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Lenders

by

Name:

Title:

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0785

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TOGOS EATERIES, INC.,

by

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Lenders

by

Name:

Title:


BARRY BERGMAN
MANAGING DIRECTOR

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0786

ACKNOWLEDGMENT

STATE OF *Massachusetts*)
) ss
COUNTY OF *Norfolk*)

On the 27 day of February, 2006, before me personally came Kate S. Lavelle, who is personally known to me to be the CFO of Togos Eateries, Inc., a California corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Raven J. Zubik
Notary Public

(PLACE STAMP AND SEAL ABOVE)


Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0787

ACKNOWLEDGMENT

STATE OF New York)
) SS
COUNTY OF Bronx)

On the 28th day of February 2006, before me personally came Benny Bergman, who is personally known to me to be the MANAGING DIRECTOR of JPMorgan, a _____ corporation; who, being duly sworn, did depose and say that she/he is the MANAGING DIRECTOR in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

RANESHA PITT
Notary Public, State of New York
No. 01PI0046637
Qualified in Bronx County 2006
Commission Expires August 14, _____

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003257 FRAME: 0788

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
ENDLESS COMBINATIONS	3,032,350
TOGO'S	2,263,286
TOGO'S	2,431,672
TOGO'S (DEVICE)	1,264,395
TOGO'S GREAT SANDWICHES (B&W Logo-Positive Form)	2,429,998
TOGO'S GREAT SANDWICHES (Color Logo-Positive Form)	2,429,999