

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/26/2006	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Mister Donut of America LLC
Street Address:	130 Royall Street
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1084144	MISTER DONUT
Registration Number:	2362262	MISTER DONUT
Registration Number:	833808	MISTER DONUT
Registration Number:	2366396	MISTER DONUT
Registration Number:	1084143	MISTER DONUT
Registration Number:	858691	
Registration Number:	859016	
Registration Number:	1120124	

CORRESPONDENCE DATA

Fax Number: (202)887-0689
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: parsonse@dsmo.com
 Correspondent Name: Elizabeth Parsons
 Address Line 1: 2101 L Street, NW

OP \$215.00 1084144

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:

D1383.0000

NAME OF SUBMITTER:

Elizabeth Parsons

Signature:

/Elizabeth Parsons/

Date:

05/26/2006

Total Attachments: 5

source=1.2. Mister Donut Trademark Release#page1.tif

source=1.2. Mister Donut Trademark Release#page2.tif

source=1.2. Mister Donut Trademark Release#page3.tif

source=1.2. Mister Donut Trademark Release#page4.tif

source=1.2. Mister Donut Trademark Release#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE is dated as of May 26, 2006, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Mister Donut of America LLC, a Delaware limited liability company, formerly known as Mister Donut of America, Inc., with its principal place of business located at 130 Royall Street, Canton, Massachusetts 02021 (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of March 1, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "Intellectual Property Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of March 1, 2006, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Intellectual Property Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 2, 2006, at Reel 003257 and Frame 0767; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Intellectual Property Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Intellectual Property Security Agreement and the Security Agreement.

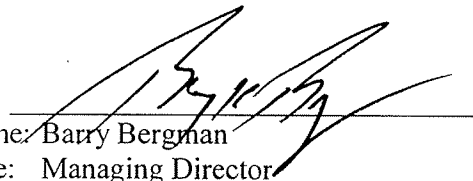
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

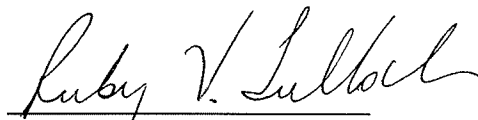
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Barry Bergman
Title: Managing Director

STATE OF New York)
COUNTY OF New York)

ss.:

On this 23rd day of May, 2006, before me personally appeared Barry Bergman to me known who, being by me duly sworn, did depose and say that he is Managing Director of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.



Notary Public

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2006

(Affix Seal Below)

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
MISTER DONUT	1,084,144
MISTER DONUT	2,362,262
MISTER DONUT & CHEF DEVICE	833,808
MISTER DONUT (STYLISED WORDS)	2,366,396
MISTER DONUT (STYLISED WORDS)	1,084,143
ONE EYED CHEF DEVICE	858,691
ONE EYED CHEF DEVICE	859,016
ONE EYED CHEF DEVICE	1,120,124