

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
Baskin-Robbins Flavors LLC		05/26/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BR IP Holder LLC		
Street Address:	130 Royall Street		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1424127	FLAVOR FORCES	
CORRESPONDENCE DATA			
Fax Number:	(202)887-0689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	parsonse@dsmo.com		
Correspondent Name:	Elizabeth Parsons		
Address Line 1:	2101 L Street, NW		
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		

OP \$40.00 1424127

Total Attachments: 5

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BASKIN-ROBBINS FLAVORS LLC

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”), dated as of May 26, 2006, made by BASKIN-ROBBINS FLAVORS LLC, a Delaware limited liability company (“Grantor”), in favor of BR IP HOLDER LLC, a Delaware limited liability company (“Secured Party”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, pursuant to the BR Flavors Contribution Agreement, dated as of the date hereof, among the Grantor, the Secured Party, Baskin-Robbins International LLC and Dunkin’ Brands, Inc. (the “Agreement”), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property defined in the Agreement as the Contributed BR Flavors IP, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the “Trademark Collateral”); and

WHEREAS, pursuant to Section 2.8 of the Agreement, Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a continuing security interest in, and lien on, the Trademark Collateral, in each case, now existing or hereafter acquired.

The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party’s interest in the Trademark Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

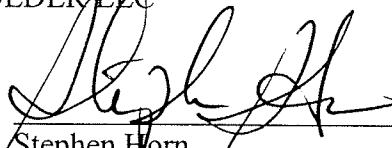
Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

BASKIN-ROBBINS FLAVORS LLC

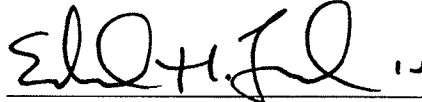
By: 
Name: L.J. Remillard, Jr.
Title: Managing Counsel & Assistant Secretary

BR IP HOLDER LLC

By: 
Name: Stephen Horn.
Title: Secretary, Legal Officer and General Counsel

COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF NORFOLK)

On the 16 day of May, 2006, before me the undersigned, personally appeared L. J. Remillard, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



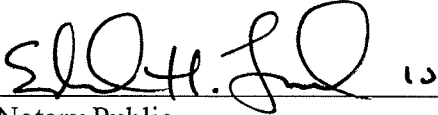
Notary Public



EDWARD H. TOWNSEND, IV
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 29, 2011

COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF NORFOLK)

On the 14 day of May, 2006, before me the undersigned, personally appeared STEPHEN HORAS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



EDWARD H. TOWNSEND, IV
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 29, 2011

Schedule 1
Baskin-Robbins Flavors LLC Trademark Collateral

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	FLAVOR FORCES DEVICE	73/531088	8-Apr-85	1424127	6-Jan-87