

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BR IP Holder LLC		12/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	PLC: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 52</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2147973	RASPBERRY CHEESE LOUISE	
Registration Number:	2086690	TRULY FREE	
Registration Number:	1709444	CHILLY BURRRGER	
Registration Number:	1761925	31	
Registration Number:	1783116	BASKIN 31 ROBBINS	
Registration Number:	1400583	WORLD CLASS	
Registration Number:	1344856	CHOCOLATE MOUSSE ROYALE	
Registration Number:	0974405	JAMOCA	
Registration Number:	0845118	31	
Registration Number:	0796902	31	
Registration Number:	0710670	31	
Registration Number:	3814450	ICING ON THE CAKE	
Registration Number:	3779292	BR 31 EXPRESS	
Registration Number:	3779293	BR 31 EXPRESS	

**OP \$1315.00 2147973**

Registration Number:	3833443	MAGIC SPRINKLES
Registration Number:	3721265	SUPER SPRAYS
Registration Number:	3729575	B R BRIGHT CHOICES
Registration Number:	3535195	B 31 R BASKIN ROBBINS
Registration Number:	3535196	B 31 R BASKIN ROBBINS CANDY
Registration Number:	3359315	SPLISH SPLASH
Registration Number:	3355066	BASKIN B 31 R ROBBINS
Registration Number:	3338387	B 31 R
Registration Number:	3355064	B 31 R BASKIN ROBBINS
Registration Number:	3338390	B 31 R BASKIN ROBBINS
Registration Number:	3346956	BASKIN B 31 R ROBBINS
Registration Number:	3346954	B 31 R BASKIN ROBBINS
Registration Number:	3346955	B 31 R
Registration Number:	3346957	B 31 R BASKIN ROBBINS
Registration Number:	3219662	MAUI BROWNIE MADNESS
Registration Number:	3145439	LOVE GONE SOUR
Registration Number:	3110622	RAZZA DAZZA CHIP
Registration Number:	3252365	CHIP OFF THE 'OLE CHEESECAKE
Registration Number:	3035845	BASKIN 31 ROBBINS
Registration Number:	3124982	BASKIN 31 ROBBINS
Registration Number:	3124983	BASKIN 31 ROBBINS
Registration Number:	3056460	WHO WANTS SOME ICE CREAM?
Registration Number:	3030448	MINTOPIA BLAST
Registration Number:	3003845	BOBSLED BROWNIE
Registration Number:	3007377	LOVE POTION #31
Registration Number:	3418198	BASEBALL NUT
Registration Number:	2919073	GOLD MEDAL RIBBON
Registration Number:	2983039	QUARTERBACK CRUNCH
Registration Number:	2917497	WINTER WHITE CHOCOLATE
Registration Number:	2734865	AMERICA'S BIRTHDAY CAKE
Registration Number:	2683536	TAX CRUNCH
Registration Number:	2774702	CAPPUCCINO BLAST
Registration Number:	2602561	FREEZE FRAME
Registration Number:	1423116	MIAMI ICE
Registration Number:	1807776	

Registration Number:	1835784	
Registration Number:	1371672	BASKIN-ROBBINS
Registration Number:	1185045	BASKIN-ROBBINS

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3562  
Email: ted.mulligan@wolterskluwer.com  
Correspondent Name: Ted Mulligan  
Address Line 1: 4400 Easton Commons Way  
Address Line 2: Suite 125  
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	8013746-1
NAME OF SUBMITTER:	Ted Mulligan
Signature:	/Ted Mulligan/
Date:	12/06/2010

**Total Attachments: 10**  
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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of December 3, 2010, by BR IP Holder LLC, a Delaware limited liability company (“**Grantor**”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 3, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor (*provided* that the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the security interest granted hereunder, including without limitation all United States trademark applications that are based on an intent to use, unless and until such time that the security interest will not cause the invalidation, cancellation or abandonment of such trademark application):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (including by “grandfathering” into any future credit facilities), in each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, this Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor’s obligations and any lien arising therefrom shall be automatically released. The Administrative Agent at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BR IP HOLDER LLC**

By: 

Name: L.J. Remillard, Jr.

Title: Assistant Secretary

Signature Page to Trademark Security Agreement for BR IP HOLDER LLC

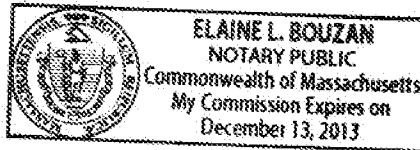
**TRADEMARK**  
**REEL: 004425 FRAME: 0248**

STATE OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF NORFOLK )

On this 18<sup>th</sup> day of November, 2010, before me, a notary public, the undersigned officer personally appeared L.J. Berrilland, Jr. known to me (or satisfactorily proven) to be the Assistant Secretary of BR IP HOLDER LLC, that executed and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.

Elaine L. Bouzan  
Signature of Notary Public



Print or Stamp Name of Notary Public

Notary Public in and for the State of Massachusetts

residing at Canton Massachusetts

My appointment expires 12-13-2013

Acting in the County of: Norfolk

Signature Page to Trademark Security Agreement for BR IP HOLDER LLC






TRADEMARK  
REEL: 004425 FRAME: 0249








BARCLAYS BANK PLC,  
as Administrative Agent







By:   
Name: David Barton  
Title: Director







**Schedule I**  
**U.S. Trademark Registrations and Use Applications**

<b>Trademark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
RASPBERRY CHEESE LOUISE	74566620	29-Aug-94	2147973	31-Mar-98
TRULY FREE	74290330	1-Jul-92	2086690	12-Aug-97
  CHILLY BUR- R-RGER	74142783	27-Feb-91	1709444	18-Aug-92
  31	74142651	25-Feb-91	1761925	30-Mar-93
  BASKIN 31 ROBBINS	74142652	25-Feb-91	1783116	20-Jul-93
WORLD CLASS	73568339	13-Nov-85	1400583	8-Jul-86
CHOCOLATE MOUSSE ROYALE	73386126	17-Sep-82	1344856	25-Jun-85
JAMOCA	72378931	17-Dec-70	974405	4-Dec-73
31	72272343	25-May-67	845118	27-Feb-68
31	72172718	10-Jul-63	796902	28-Sep-65
  31	72066443	26-Jan-59	710670	31-Jan-61
ICING ON THE CAKE	77890151	10-Dec-09	3814450	6-Jul-10
  BR 31 EXPRESS	77694613	19-Mar-09	3779292	20-Apr-10

	77694638	19-Mar-09	3779293	20-Apr-10
BR 31 EXPRESS				
MAGIC SPRINKLES	77675645	23-Feb-09	3833443	17-Aug-10
SUPER SPRAYS	77674454	20-Feb-09	3721265	8-Dec-09
	77571128	16-Sep-08	3729575	22-Dec-09
B R BRIGHT CHOICES				
	77365612	7-Jan-08	3535195	18-Nov-08
B 31 R BASKIN ROBBINS				
	77365644	7-Jan-08	3535196	18-Nov-08
B 31 R BASKIN ROBBINS CANDY				
SPLISH SPLASH	77157696	16-Apr-07	3359315	25-Dec-07
	77084713	17-Jan-07	3355066	18-Dec-07
BASKIN B 31 R ROBBINS				
	77084773	17-Jan-07	3338387	20-Nov-07
B 31 R				
	77084487	17-Jan-07	3355064	18-Dec-07
B 31 R BASKIN ROBBINS				

  B 31 R BASKIN ROBBINS	77084810	17-Jan-07	3338390	20-Nov-07
  BASKIN B 31 R ROBBINS	77073587	29-Dec-06	3346956	4-Dec-07
  B 31 R BASKIN ROBBINS	77073545	29-Dec-06	3346954	4-Dec-07
  B 31 R	77073571	29-Dec-06	3346955	4-Dec-07
  B 31 R BASKIN ROBBINS	77073608	29-Dec-06	3346957	4-Dec-07
MAUI BROWNIE MADNESS	78740490	26-Oct-05	3219662	20-Mar-07
LOVE GONE SOUR	78740491	26-Oct-05	3145439	19-Sep-06
RAZZA DAZZA CHIP	78604470	8-Apr-05	3110622	27-Jun-06
CHIP OFF THE 'OLE CHEESECAK E	78603694	7-Apr-05	3252365	12-Jun-07
  BASKIN 31	78564330	10-Feb-05	3035845	27-Dec-05

ROBBINS				
 BASKIN 31 ROBBINS	78977098	28-Oct-04	3124982	1-Aug-06
 BASKIN 31 ROBBINS	78977099	28-Oct-04	3124983	1-Aug-06
WHO WANTS SOME ICE CREAM?	78406577	22-Apr-04	3056460	31-Jan-06
MINTOPIA BLAST	78383099	12-Mar-04	3030448	13-Dec-05
BOBSLED BROWNIE	78379175	5-Mar-04	3003845	4-Oct-05
LOVE POTION #31	78378034	3-Mar-04	3007377	18-Oct-05
BASEBALL NUT	78352904	16-Jan-04	3418198	29-Apr-08
GOLD MEDAL RIBBON	78353056	16-Jan-04	2919073	18-Jan-05
QUARTERBACK CRUNCH	78353077	16-Jan-04	2983039	9-Aug-05
WINTER WHITE CHOCOLATE	78353096	16-Jan-04	2917497	11-Jan-05
AMERICA'S BIRTHDAY CAKE	78149350	31-Jul-02	2734865	8-Jul-03
TAX CRUNCH	76407120	13-May-02	2683536	4-Feb-03
CAPPUCCINO BLAST	76387525	26-Mar-02	2774702	21-Oct-03
FREEZE FRAME	76178928	11-Dec-00	2602561	30-Jul-02
MIAMI ICE	73577947	16-Jan-86	1423116	30-Dec-86
 Design Only	74237439	13-Jan-92	1807776	30-Nov-93
 Design Only	74237440	13-Jan-92	1835784	10-May-94
BASKIN-	73528089	21-Mar-85	1371672	19-Nov-85

ROBBINS				
BASKIN- ROBBINS	73283398	27-Oct-80	1185045	5-Jan-82