

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
DD IP Holder LLC		12/03/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PLC: UNITED KINGDOM

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	2366396	MISTER DONUT
Registration Number:	2362262	MISTER DONUT
Registration Number:	2240882	FRUIT COOLATTA
Registration Number:	2346521	COOLATTA
Registration Number:	1908610	DDU
Registration Number:	1900646	DUNKIN' DONUTS UNIVERSITY QUALITY SERVICE CLEANLINESS EST. 1964
Registration Number:	2042160	COFFEE COOLATTA
Registration Number:	1512142	TIME TO MAKE THE DONUTS
Registration Number:	1337026	DUNKIN' DECAF
Registration Number:	1148165	DUNKIN' DONUTS
Registration Number:	1159354	DUNKIN' DONUTS
Registration Number:	1120124	
Registration Number:	1084143	MISTER DONUT

OP \$1815.00 2366396

Registration Number:	1084144	MISTER DONUT
Registration Number:	0976136	DUNKIN' DONUTS
Registration Number:	0888360	DUNKIN' DONUTS
Registration Number:	0907303	DUNKIN' DONUTS
Registration Number:	0897088	DUNKIN' DONUTS
Registration Number:	0859016	
Registration Number:	0858691	
Registration Number:	0755690	DUNKIN DONUTS DUNKIE
Registration Number:	0748901	DUNKIN' DONUTS
Registration Number:	0715860	DUNKIN' DONUTS
Registration Number:	3824911	THE HOLIDAYS RUN ON DUNKIN'
Registration Number:	3814411	MISTER DONUT
Registration Number:	3813507	MISTER DONUT
Registration Number:	3848583	WAKE-UP WRAP
Registration Number:	3819425	BREAKFAST NOT BROKEFAST
Registration Number:	3760081	DD PERKS
Registration Number:	3672941	DD COFFEE BAKE PLACE
Registration Number:	3639391	DD PERKS
Registration Number:	3639312	
Registration Number:	3693892	DD
Registration Number:	3594837	0 GRAMS TRANS FAT
Registration Number:	3632839	DD SMART
Registration Number:	3616965	DUNKIN' DARK
Registration Number:	3394757	DD
Registration Number:	3381661	DD OVEN-TOASTED
Registration Number:	3406186	DUNKIN' PERKS
Registration Number:	3282277	DD
Registration Number:	3282278	DD
Registration Number:	3431932	MORNINGS ARE IN THE BAG
Registration Number:	3399798	AMERICA RUNS ON DUNKIN'
Registration Number:	3353723	SOMETHING FRESH IS ALWAYS BREWIN' HERE
Registration Number:	3331530	DUNKIN' DELI
Registration Number:	3277104	TURBO HOT
Registration Number:	3129318	DD
Registration Number:	3129319	DD ESPRESSO · LATTES · CAPPUCCINO ·

TRADEMARK

REEL: 004425 FRAME: 0262

Registration Number:	3200606	TURBO ICE
Registration Number:	3083807	[EATDRINKTHINK]
Registration Number:	3134998	DUNKIN' BRANDS
Registration Number:	3094260	DUNKIN' BRANDS
Registration Number:	3057280	EATDRINKTHINK
Registration Number:	2747378	THE GREAT ONE
Registration Number:	2727346	DUNKACCINO
Registration Number:	2683550	COOLATTA
Registration Number:	2672062	MUNCHKINS
Registration Number:	2751007	DUNKIN' DONUTS
Registration Number:	2751008	DUNKIN' DONUTS
Registration Number:	2751009	DUNKIN' DONUTS
Registration Number:	2748147	DUNKIN' DONUTS
Registration Number:	2875212	DUNKIN' DONUTS CENTER
Registration Number:	2626238	REGULAR REFILLS
Registration Number:	2465531	DUNKIN' DONUTS
Registration Number:	2426015	DUNKIN' DELI
Registration Number:	3867669	ON DD
Registration Number:	3868634	DUNKIN' DONUTS DD COFFEE & MORE
Serial Number:	77669926	LIFE RUNS BETTER WITH PERKS
Serial Number:	77667556	DUNKIN' TURBO
Serial Number:	85099968	DD
Registration Number:	3095624	BOX O'JOE
Registration Number:	3197736	BEST COFFEE IN AMERICA

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: 8013746-2

NAME OF SUBMITTER: Ted Mulligan

Signature:	/Ted Mulligan/
Date:	12/06/2010
<p>Total Attachments: 12</p> <p>source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page2.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page3.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page4.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page5.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page6.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page7.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page8.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page9.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page10.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page11.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page12.tif source=Trademark Sec Agt 2010-12-03 DD IP Holder LLC #page13.tif</p>	

Trademark Security Agreement

Trademark Security Agreement, dated as of December 3, 2010, by DD 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.

DD IP HOLDER LLC

By: 

Name: L.J. Remillard, Jr.

Title: Assistant Secretary

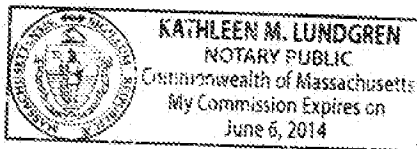
Signature Page to Trademark Security Agreement for DD IP HOLDER LLC

TRADEMARK
REEL: 004425 FRAME: 0267

STATE OF Massachusetts)
) ss.
COUNTY OF Norfolk)

On this 18th day of November, 2010, before me, a notary public, the undersigned officer personally appeared, L.J. Remillard, Jr. known to me (or satisfactorily proven) to be the Assistant Secretary of DD 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.



Kathleen M. Lundgren
Signature of Notary Public

Print or Stamp Name of Notary Public





Notary Public in and for the State of Massachusetts
residing at Concord, Massachusetts
My appointment expires 6/6/14







Acting in the County of: Norfolk






BARCLAYS BANK PLC,
as Administrative Agent








By: 
Name: David Barton
Title: Director






Schedule I
U.S. Trademark Registrations and Use Applications







Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
 MISTER DONUT	75785648	25-Aug-99	2366396	11-Jul-00
MISTER DONUT	75784584	25-Aug-99	2362262	27-Jun-00
FRUIT COOLATTA	75523967	23-Jul-98	2240882	20-Apr-99
COOLATTA	75519398	15-Jul-98	2346521	2-May-00
DDU	74542698	24-Jun-94	1908610	1-Aug-95
 DUNKIN' DONUTS UNIVERSITY QUALITY SERVICE CLEANLINES S EST. 1964	74542699	24-Jun-94	1900646	20-Jun-95
COFFEE COOLATTA	74419008	2-Aug-93	2042160	4-Mar-97
TIME TO MAKE THE DONUTS	73714702	4-Mar-88	1512142	8-Nov-88
DUNKIN' DECAF	73498470	10-Sep-84	1337026	21-May-85
 DUNKIN' DONUTS	73215289	11-May-79	1148165	3-Mar-81
 DUNKIN' DONUTS	73214414	7-May-79	1159354	30-Jun-81





	73173093	5-Jun-78	1120124	12-Jun-79
Design Only				
Mister Donut	73123032	18-Apr-77	1084143	31-Jan-78
MISTER DONUT				
MISTER DONUT	73123034	18-Apr-77	1084144	31-Jan-78
	72455232	23-Apr-73	976136	1-Jan-74
DUNKIN' DONUTS				
	72306900	9-Sep-68	888360	24-Mar-70
DUNKIN' DONUTS				
	72305644	21-Aug-68	907303	2-Feb-71
DUNKIN' DONUTS				
	72301212	24-Jun-68	897088	18-Aug-70
DUNKIN' DONUTS				
	72274821	26-Jun-67	859016	22-Oct-68

Design Only				
	72274820	26-Jun-67	858691	15-Oct-68
Design Only				
 DUNKIN' DONUTS DUNKIE	72148609	9-Jul-62	755690	27-Aug-63
DUNKIN' DONUTS	72148372	5-Jul-62	748901	30-Apr-63
 DUNKIN' DONUTS DUNKIE	72054025	23-Jun-58	715860	23-May-61
THE HOLIDAYS RUN ON DUNKIN'	77896630	18-Dec-09	3824911	27-Jul-10
 MISTER DONUT	77883387	1-Dec-09	3814411	6-Jul-10
	77852941	20-Oct-09	3813507	6-Jul-10

MISTER DONUT				
WAKE-UP WRAP	77714222	15-Apr-09	3848583	14-Sep-10
BREAKFAST NOT BROKEFAST	77711630	10-Apr-09	3819425	13-Jul-10
 DD PERKS	77674446	20-Feb-09	3760081	16-Mar-10
 DD COFFEE BAKE PLACE	77673191	18-Feb-09	3672941	25-Aug-09
DD PERKS	77619397	21-Nov-08	3639391	16-Jun-09
 Design Only	77618263	20-Nov-08	3639312	16-Jun-09
 DD	77562559	4-Sep-08	3693892	6-Oct-09
 0 GRAMS TRANS FAT	77561014	3-Sep-08	3594837	24-Mar-09
DD SMART	77478026	19-May-08	3632839	2-Jun-09
DUNKIN' DARK	77355893	19-Dec-07	3616965	5-May-09
 DD	77261983	22-Aug-07	3394757	11-Mar-08
 DD OVERCASTED	77255505	15-Aug-07	3381661	12-Feb-08

DD OVEN-TOASTED				
DUNKIN' PERKS	77088886	23-Jan-07	3406186	1-Apr-08
 DD	77078863	9-Jan-07	3282277	21-Aug-07
 DD	77079015	9-Jan-07	3282278	21-Aug-07
MORNINGS ARE IN THE BAG	77034889	2-Nov-06	3431932	20-May-08
AMERICA RUNS ON DUNKIN'	78798803	25-Jan-06	3399798	18-Mar-08
SOMETHING FRESH IS ALWAYS BREWIN' HERE	78747403	4-Nov-05	3353723	11-Dec-07
DUNKIN' DELI	78721986	28-Sep-05	3331530	6-Nov-07
TURBO HOT	78685294	4-Aug-05	3277104	7-Aug-07
 DD	78685317	4-Aug-05	3129318	15-Aug-06
 DD ESPRESSO·L ATTES CAPPUCCIN O·	78685323	4-Aug-05	3129319	15-Aug-06
	78647995	10-Jun-05	3200606	23-Jan-07

TURBO ICE				
	78514386	10-Nov-04	3083807	18-Apr-06
[EATDRINKT HINK]				
	78514424	10-Nov-04	3134998	29-Aug-06
DUNKIN' BRANDS				
DUNKIN' BRANDS	78490561	28-Sep-04	3094260	16-May-06
EATDRINKT HINK	78459758	30-Jul-04	3057280	7-Feb-06
THE GREAT ONE	78168229	26-Sep-02	2747378	5-Aug-03
DUNKACCIN O	78158036	27-Aug-02	2727346	17-Jun-03
COOLATTA	76407958	10-May-02	2683550	4-Feb-03
MUNCHKINS	76385440	19-Mar-02	2672062	7-Jan-03
	76266476	5-Jun-01	2751007	12-Aug-03
DUNKIN' DONUTS				
	76266478	5-Jun-01	2751008	12-Aug-03
DUNKIN' DONUTS				
	76266479	5-Jun-01	2751009	12-Aug-03
DUNKIN' DONUTS				
	76266480	5-Jun-01	2748147	5-Aug-03
DUNKIN' DONUTS				
DUNKIN' DONUTS	76214255	23-Feb-01	2875212	17-Aug-04

CENTER				
REGULAR REFILLS	76156094	31-Oct-00	2626238	24-Sep-02
 DUNKIN' DONUTS	76035918	28-Apr-00	2465531	3-Jul-01
DUNKIN' DELI	75450157	13-Mar-98	2426015	6-Feb-01
 ON DD	85000543	29-Mar-10	3867669	26-Oct-10
 DUNKIN' DONUTS DD COFFEE & MORE	77893918	15-Dec-09	3868634	26-Oct-10
<small>PERKS</small> LIFE RUNS BETTER WITH PERKS	77669926	13-Feb-09		
<small>TURBO</small> DUNKIN' TURBO	77667556	10-Feb-09		
 DD	85099968	4-Aug-10		
BOX O'JOE	78650016	14-Jun-05	3095624	23-May-06
BEST COFFEE IN AMERICA	78570248	18-Feb-05	3197736	9-Jan-07