TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BR IP HOLDER LLC		l12/03/2010 l	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BASKIN-ROBBINS FLAVORS 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: (646)728-2614

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-596-9000

Email: trademarks@ropesgray.com

Correspondent Name: Matthew E. Black, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	LTQC-017-009 DUNKIN
NAME OF SUBMITTER:	Matthew E. Black
Signature:	/Matthew E. Black/
Date:	12/03/2010

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE is dated as of December 3, 2010, from BR IP HOLDER LLC, a Delaware limited liability company (the "Secured Party"), to BASKIN-ROBBINS FLAVORS LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the BR Flavors Contribution Agreement, dated as of May 26, 2006, (the "Contribution Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Secured Party to certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, the Security Interest granted by Grantor pursuant to the Contribution Agreement was recorded by the United States Patent and Trademark Office, Trademark Division, on May 26, 2006 at Reel 3319, Frame 0066;

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

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", 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 Contribution Agreement.
- 2. <u>Release of Security Interest</u>. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Secured Party 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.

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

BR IP HOLDER LLC

By: Name: I.J. Remillard, Jr.

Title: Assistant Secretary

STATE OF MASSAChuse H5) ss. COUNTY OF COTTO K)	
the Sand acknowledged said instrument, and acknowledged said instrument	r, 2010, before me, a notary public, the undersigned with known to me (or satisfactorily proven) to be LLC, that executed the within and foregoing and to be free and voluntary deed of said entity for the noath stated that he/she was authorized to execute.
In witness whereof, I hereunt	to set my hand and official seal.
	Signature of Notary Public Print or Stamp Name of Notary Public
	Notary Public in and for the State of
	residing at CANTON MA
	My appointment expires
Acting in the County of: Norfolk	

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	App. No.	App. Date	Reg. No.	Reg. Date
FLAVOR FORCES DEVICE	73/531088	8-Apr-85	1424127	6-Jan-87

RECORDED: 12/03/2010