

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, AS COLLATERAL AGENT		02/21/2012	BANK: SWITZERLAND

RECEIVING PARTY DATA

Name:	AUNTIE ANNE'S, INC.
Street Address:	48-50 WEST CHESTNUT STREET
Internal Address:	SUITE 200
City:	LANCASTER
State/Country:	PENNSYLVANIA
Postal Code:	17603
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3360662	AUNTIE ANNE'S PRETZEL PERFECT
Registration Number:	3345712	AUNTIE ANNE'S PRETZEL PERFECT
Registration Number:	3327214	AUNTIE ANNE'S
Registration Number:	3327212	AUNTIE ANNE'S PRETZEL PERFECT
Registration Number:	3021890	AUNTIE ANNE'S STADIUM PRETZELS
Registration Number:	2599642	AUNTIE ANNE'S CRE AMO
Registration Number:	2056059	DUTCH ICE
Registration Number:	2748693	AUNTIE ANNE'S CRE AMO CLASSIC CONES
Serial Number:	76081645	VAN DOUGH'S COOKIE
Registration Number:	2505372	SHOOKIE
Registration Number:	2413206	COOKIE FARM
Registration Number:	2302888	MAKING THE WORLD A BETTER TASTING PLACE
Registration Number:	2596123	

OP \$815.00 3360662

Serial Number:	78804629	
Serial Number:	78060618	
Registration Number:	2130367	AUNTIE ANNE'S
Registration Number:	1920021	AUNTIE ANNE'S
Registration Number:	1984997	
Registration Number:	1740051	AUNTIE ANNE'S
Registration Number:	1821570	GLAZIN' RAISIN
Registration Number:	1736872	AUNTIE ANNE'S HAND-ROLLED SOFT PRETZELS
Registration Number:	3327216	
Serial Number:	78060048	AUNTIE ANNE'S CRE AMO
Registration Number:	1727940	BETTER THAN THE BEST YOU'VE EVER TASTED
Registration Number:	3410695	
Registration Number:	2613558	AUNTIE ANNE'S CRE AMO
Registration Number:	1736871	AUNTIE ANNE'S
Registration Number:	1920020	
Serial Number:	85004150	
Registration Number:	2327693	LOTS OF GOOD THINGS GOING ON
Serial Number:	76063575	KIDS STIX
Registration Number:	2514260	AUNTIE ANNE'S AT HOME

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F138170
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	02/29/2012

Total Attachments: 6

source=Release.Trademarks.Auntie.Annes.Inc#page2.tif

TRADEMARK
REEL: 004726 FRAME: 0741

source=Release.Trademarks.Auntie.Annes.Inc#page3.tif
source=Release.Trademarks.Auntie.Annes.Inc#page4.tif
source=Release.Trademarks.Auntie.Annes.Inc#page5.tif
source=Release.Trademarks.Auntie.Annes.Inc#page6.tif
source=Release.Trademarks.Auntie.Annes.Inc#page7.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of February 21, 2012, is made in favor of Auntie Anne’s, Inc., a Pennsylvania corporation (the “**Grantor**”), by Credit Suisse AG, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement defined below (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties. Capitalized terms used and not defined herein shall have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement, dated as of November 5, 2010 (the “**Guarantee and Collateral Agreement**”), in favor of the Collateral Agent pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of November 5, 2010 (the “**Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4411 / Frame 0338 on November 8, 2010, pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; hereinafter, the “**Trademark Collateral**”), including all of the Grantor’s right, title and interest in, to and under each trademark of the Grantor, and each trademark license to which the Grantor is a party, as listed on Schedule I hereto (the “**Specified Trademarks**”);

WHEREAS, the Grantor has requested that the Collateral Agent deliver this Release; and

WHEREAS, the Collateral Agent has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent in its capacity as Collateral Agent and on behalf of the Secured Parties, hereby terminates and releases its security interest in and to, but solely under the Trademark Security Agreement, all of the Grantor’s right, title and interest in, to and under all of the following Collateral:

- a. the Trademark Collateral, including the Specified Trademarks;
- b. all of the goodwill of the business connected with the use of, or symbolized by such Trademark Collateral and Specified Trademarks; and
- c. all proceeds of and revenues from the foregoing, including without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of such

Trademark Collateral, including the Specified Trademarks, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to the Collateral Agent in, to or under any Collateral (including, for the avoidance of doubt, any Trademarks) under the Guarantee and Collateral Agreement, other than, to the extent granted therein, any security interest in the Specified Trademarks.

This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles that would require the application of laws of another jurisdiction.

This Release may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more of its counterparts.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Credit Suisse AG, Cayman Islands Branch

By: _____

Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

By: _____

Name:

Title:

KEVIN BUDDHDEW
ASSOCIATE

[Signature Page to Auntie Anne's, Inc. Trademark Release]

SCHEDULE I

AUNTIE ANNE'S, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Dutch Treats	USA				
Dutch Smoothie	USA				
Auntie Anne's Old Fashioned Lemonade	USA				
WindUpz	USA				
Auntie Anne's Pretzel Dog	USA				
Auntie Anne's Pretzel Perfect	USA	78800202	1/26/2006	3360662	12/25/2007
Auntie Anne's Pretzel Perfect	USA	78800090	1/26/2006	3345712	11/27/2007
Design	USA	78804517	2/1/2006	3327214	10/30/2007
Design w/Halo Design	USA	78804441	2/1/2006	3327212	10/30/2007
FruitSlush	USA				
Dutch Shake	USA				
Auntie Anne's Stadium Pretzels	USA	78361152	2/2/2004	3021890	11/29/2005
Cre-amo Quake - abandoned	USA				
Auntie Anne's Stix	USA				
Dutch Latte	USA				
Stix	USA				
Smart Bites	USA				
Auntie Anne's Cre-amo	USA	78/060025	4/24/2001	2599642	7/23/2002
Funnelz	USA				
Auntie Anne's Smart Bites	USA				
Homemade At The Mall	USA				
Cookie Farm Logo - abandoned	USA				
SmartStix	USA				

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Best Reason To Go To The Mall	USA				
Auntie Anne's Café - abandoned	USA				
FruitFreeze	USA				
Dutch Ice	USA	74/671947	5/10/1995	2056059	4/22/1997
Logo	USA	78/066544	5/31/2001	2748693	8/5/2003
Abandoned	USA				
Van Dough's Cookie - abandoned	USA	76/081645	6/29/2000		
Shookie - abandoned	USA	75/853846	11/22/1999	2505372	11/6/2001
Cookie Farm - abandoned	USA	75/743578	7/2/1999	2413206	12/12/2000
abandoned, no longer in use	USA	75/494136	6/1/1998	2302888	12/21/1999
abandoned	USA	78/061078	4/30/2001	2596123	7/16/2002
Frame Design	USA	78804629	2/1/2006		
Cookie Icon - abandoned	USA	78/060618	4/26/2001		
Auntie Anne's Closed Design	USA	75/219727	12/30/1996	2130367	1/20/1998
Auntie Anne's with Pretzel Design	USA	74/542279	6/24/1994	1920021	9/19/1995
Checkerboard blue/white Design	USA	74/544254	6/24/1994	1984997	7/9/1996
Auntie Anne's	USA	74/251955	3/4/1992	1740051	12/15/1992
Glazin Raisin	USA	74/392885	5/20/1993	1821570	2/15/1994
with Pretzel Design	USA	74/257432	3/20/1992	1736872	12/1/1992
Pretzel Design w/Halo	USA	78804547	2/1/2006	3327216	10/30/2007
Auntie Anne's Cre-amo	USA	78/060048	4/24/2001		
Better Than The Best You've Ever Tasted	USA	74/251958	3/4/1992	1727940	10/27/1992
Checkerboard w/Border	USA	78818645	2/20/2006	3410695	4/8/2008
Auntie Anne's Cre-amo	USA	78/060095	4/24/2001	2613558	8/27/2002
Auntie Anne's stylized	USA	74/257431	3/20/1992	1736871	12/1/1992
Blue Pretzel Design	USA	74/541974	6/24/1994	1920020	9/19/1995

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Diamond Checkerboard Design	USA	85004150	4/1/2010		
ABANDONED	USA	75/405323	12/15/1997	2327693	3/14/2000
Kids Stix - abandoned	USA	76/063575	6/5/2000		
Auntie Anne's At Home	USA	75/928810	2/19/2000	2514260	12/4/2001

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
None			