

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330049

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|---|---------------------------------------|-------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC | | 01/26/2015 | PLC: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | BR IP Holder LLC | | |
| Street Address: | P.O. Box 9141 | | |
| City: | Canton | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02021 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4388455 | MORE FLAVORS. MORE FUN. | |
| Registration Number: | 4424982 | 31° BELOW | |
| Registration Number: | 4425689 | BASKIN ROBBINS | |
| Registration Number: | 4474620 | BR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6179517050 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 617-951-7249 | | |
| Email: | ronald.duvernay@ropesgray.com | | |
| Correspondent Name: | Joshua D. Talicska | | |
| Address Line 1: | Prudential Tower, 800 Boylston Street | | |
| Address Line 2: | Ropes & Gray LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02199-3600 | | |
| ATTORNEY DOCKET NUMBER: | 109306-0015-004 | | |
| NAME OF SUBMITTER: | Joshua D. Talicska | | |
| SIGNATURE: | /j talicska/ | | |
| DATE SIGNED: | 01/26/2015 | | |
| Total Attachments: 5 | | | |

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 26, 2015 (the "Effective Date"), is made by BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (the "Administrative Agent"), in favor of BR IP HOLDER LLC (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of December 3, 2010, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Trademark Security Agreement, dated as of February 18, 2014, by and between the Administrative Agent and the Grantor (the "Trademark Security Agreement"), the Grantor granted to the Administrative Agent, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement), a security interest in and to the following (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantor set forth on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 18, 2014, at Reel/Frame 5218/0265.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth on Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral.

3. Termination. The Administrative Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Administrative Agent hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

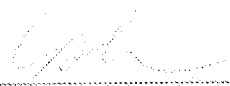
6. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the Effective Date:

BARCLAYS BANK PLC, acting in its
capacity as Administrative Agent for the
Secured Parties

By: _____


Name: Christine Aharonian

Title: Vice President

[Trademark Release - BR IP Holder LLC (2014 Grant)]

TRADEMARK
REEL: 005446 FRAME: 0822

BR IP HOLDER LLC, as Grantor

By: Katherine D. Jaspon
Name: Katherine D. Jaspon
Title: Vice President, Finance & Treasury
& Corporate Treasurer

[Trademark Release -- BR IP Holder LLC (2014 Grant)]

TRADEMARK
REEL: 005446 FRAME: 0823

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|-------------------------|------------|-------------|----------|------------|
| MORE FLAVORS. MORE FUN. | 85075992 | 07/01/2010 | 4388455 | 08/20/2013 |
| 31° BELOW | 85867387 | 03/05/2013 | 4424982 | 10/29/2013 |
| BASKIN ROBBINS | 85905524 | 04/16/2013 | 4425689 | 10/29/2013 |
| BR | 85956280 | 06/11/2013 | 4474620 | 01/28/2014 |