

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330069

<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		01/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	388 Greenwich Street, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3355066	BASKIN B 31 R ROBBINS	
<b>Registration Number:</b>	3346956	BASKIN B 31 R ROBBINS	
<b>Registration Number:</b>	3355064	B 31 R BASKIN ROBBINS	
<b>Registration Number:</b>	3346954	B 31 R BASKIN ROBBINS	
<b>Registration Number:</b>	3535195	B 31 R BASKIN ROBBINS	
<b>Registration Number:</b>	3338390	B 31 R BASKIN ROBBINS	
<b>Registration Number:</b>	3346957	B 31 R BASKIN ROBBINS	
<b>Registration Number:</b>	3338387	B 31 R	
<b>Registration Number:</b>	3346955	B 31 R	
<b>Registration Number:</b>	4425689	BASKIN ROBBINS	
<b>Registration Number:</b>	1185045	BASKIN-ROBBINS	
<b>Registration Number:</b>	1371672	BASKIN-ROBBINS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-7249		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Joshua D. Talicska		

OP \$315.00 3355066

**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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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of January 26, 2015, by and between BR IP HOLDER LLC, a Delaware limited liability company located at P.O. Box 9141, Canton, MA 02021 ("Grantor"), in favor of CITIBANK, N.A., a national banking association, as trustee located at 388 Greenwich Street, 14th Floor, New York, NY 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to (i) the Guarantee and Collateral Agreement, dated as of January 26, 2015, by and among DB Master Finance Parent LLC, a Delaware limited liability company, DB Franchising Holding Company LLC, a Delaware limited liability company, Dunkin' Donuts Franchising LLC, a Delaware limited liability company, Baskin-Robbins Franchising LLC, a Delaware limited liability company, BR UK Franchising LLC, a Delaware limited liability company, DB Mexican Franchising LLC, a Delaware limited liability company, DD IP Holder LLC, a Delaware limited liability company, DB Real Estate Assets I LLC, a Delaware limited liability company, DB Real Estate Assets II LLC, a Delaware limited liability company, and the Grantor, each as a Guarantor, and the Trustee (the "Guarantee and Collateral Agreement") and (ii) the Base Indenture, dated as of January 26, 2015, by and between DB Master Finance LLC, a Delaware limited liability company, and Citibank, N.A., as Trustee and Securities Intermediary (the "Indenture"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Indenture, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("the PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to

the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C Section 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Indenture.

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

BR IP HOLDER LLC, as Grantor

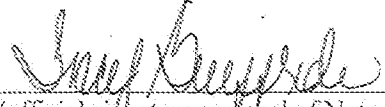
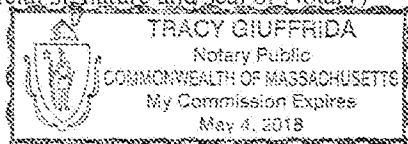
By: 

Name: Paul C. Carbone  
Title: Senior Vice President,  
Chief Financial Officer

STATE OF Massachusetts )  
COUNTY OF Norfolk ) ss.  
)

On this 26 day of Jan, 2015, before me, the undersigned notary public, personally appeared Paul C. Carbone, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that, by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.






WITNESS my hand and official seal.




  
(official signature and seal of Notary)  


[Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005446 FRAME: 0931**

Schedule 1  
Trademarks

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Owner
United States	B 31 R BASKIN ROBBINS Logo (horizontal) 	77/084,713	1/17/2007	3,355,066	12/18/2007	25, 43	BR IP Holder LLC
United States	B 31 R BASKIN ROBBINS Logo (horizontal) (in color) 	77/073,587	12/29/2006	3,346,956	12/4/2007	25, 43	BR IP Holder LLC
United States	B 31 R BASKIN ROBBINS Logo (side stacked) 	77/084,487	1/17/2007	3,355,064	12/18/2007	43	BR IP Holder LLC
United States	B 31 R BASKIN ROBBINS Logo (side stacked) (in color) 	77/073,545	12/29/2006	3,346,954	12/4/2007	43	United States
United States	B 31 R BASKIN ROBBINS Logo (side stacked) (in color) 	77/365,612	1/7/2008	3,535,195	11/18/2008	30	BR IP Holder LLC

United States	B 31 R BASKIN ROBBINS Logo (stacked)  	77/084,810	1/17/2007	3,338,390	11/20/2007	30, 32, 43	BR IP Holder LLC
United States	B 31 R BASKIN ROBBINS Logo (stacked) (in color) 	77/073,608	12/29/2006	3,346,957	12/4/2007	30, 32, 43	BR IP Holder LLC
United States	B 31 R Icon 	77/084,773	1/17/2007	3,338,387	11/20/2007	30, 32, 43	BR IP Holder LLC
United States	B 31 R Icon (in color) 	77/073,571	12/29/2006	3,346,955	12/4/2007	30, 32, 43	BR IP Holder LLC
United States	BASKIN ROBBINS	85/905,524	4/16/2013	4,425,689	10/29/2013	29, 30, 32, 43	BR IP Holder LLC
United States	BASKIN- ROBBINS	73/283,398	10/27/1980	1,185,045	1/5/1982	30	BR IP Holder LLC
United States	BASKIN- ROBBINS	73/528,089	3/21/1985	1,371,672	11/19/1985	35, 42	BR IP Holder LLC