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**Schedule 4 to  
Exhibit D**

[Attach executed Intellectual Property Security Agreements required by Section 6.12(c) of the Credit Agreement to be delivered herewith with respect to all applicable After Acquired Intellectual Property described therein.]<sup>19</sup>

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<sup>19</sup> To be included in any Certificate in respect of any fiscal year of the Borrower, if applicable.

## EXHIBIT E

# FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the “**Assignor**”) and [*Insert name of Assignee*] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement defined below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including participations in any L/C Obligations and in Swing Line Loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_

2. Assignee: \_\_\_\_\_  
[and is an Affiliate/Approved Fund of [*identify Lender*]<sup>20</sup>]

3. Borrower: [Dunkin’ Finance Corp.]<sup>21</sup>[Dunkin’ Brands, Inc.]

4. Administrative Agent: Barclays Bank PLC, as the administrative agent under the Credit Agreement

<sup>20</sup> Select as applicable.

<sup>21</sup> If executed prior to the Escrow Release Date only.

5. Credit Agreement: Credit Agreement, dated as of November 23, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Dunkin’ Finance Corp., a Delaware corporation (the “**Initial Borrower**”), and, upon the effectiveness of its joinder to the Credit Agreement, Dunkin’ Brands Holdings, Inc., a Delaware corporation (“**Holdings**”), and, upon the Assumption, Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

6. Assigned Interest:

<u>Facility Assigned</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans<sup>22</sup></u>
Term Loan Facility	\$	\$	%
Revolving Credit Facility	\$	\$	%

[7. Trade Date: \_\_\_\_\_]<sup>23</sup>

<sup>22</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

<sup>23</sup> To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Title:

[Consented to and] Accepted:

[DUNKIN' FINANCE CORP.]<sup>24</sup> [DUNKIN' BRANDS, INC.]<sup>25</sup>

By: \_\_\_\_\_  
Name:  
Title:

BARCLAYS BANK PLC,  
as Administrative Agent [, L/C Issuer and Swing  
Line Lender]<sup>26</sup>

By: \_\_\_\_\_  
Name:  
Title:

<sup>24</sup> If executed prior to the Escrow Release Date only.

<sup>25</sup> To be completed to the extent consent is required under Section 10.07(b).

<sup>26</sup> To be completed to the extent assignment is of a Revolving Credit Commitment or consent is otherwise required.

## ANNEX 1 to Assignment and Assumption

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

## 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Holdings, the Borrower, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Holdings, the Borrower, any of their Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it is not a Competitor and it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Sections 5.05 or 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (vi) if it is not already a Lender under the Credit Agreement, attached to the Assignment and Assumption an Administrative Questionnaire in the form of Exhibit J to the Credit Agreement, (vii) if it is a Non-US Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to Section 10.15 of the Credit Agreement, duly completed and executed by the Assignee; and (viii) it is not an Affiliated Lender and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations that by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts that have accrued to but excluding the Effective Date and to the Assignee for amounts that have accrued from and after the Effective Date.

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3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be construed in accordance with and governed by, the law of the State of New York.

**GUARANTY**

Dated as of \_\_\_\_\_, \_\_\_\_

Among

THE GUARANTORS NAMED HEREIN

And

THE ADDITIONAL GUARANTORS REFERRED TO HEREIN

as Guarantors

And

BARCLAYS BANK PLC

As Administrative Agent

in favor of

THE SECURED PARTIES REFERRED TO IN  
THE CREDIT AGREEMENT REFERRED TO HEREIN

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### *Exhibits*

Exhibit A – Guaranty Supplement

### *Schedules*

Schedule I – Guarantors



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## GUARANTY

GUARANTY dated as of \_\_\_\_\_, \_\_\_\_ (this “**Guaranty**”) among Dunkin’ Brands Holdings, Inc., a Delaware corporation (“**Holdings**”), each of the other Persons listed on Schedule I hereto and the Additional Guarantors (as defined in Section 9), as Guarantors, and Barclays Bank PLC, as Administrative Agent (in such capacity, the “**Administrative Agent**”), in favor of the Secured Parties (as defined in the Credit Agreement referred to below).

## PRELIMINARY STATEMENT

Dunkin’ Finance Corp., a Delaware corporation (the “**Initial Borrower**”) is party to the Credit Agreement dated as of November 23, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with certain Lenders party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer and, upon the Assumption (as defined below), Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”) and, upon the effectiveness of its joinder to the Credit Agreement, Holdings. The rights and obligations of the Initial Borrower under Credit Agreement will be assumed by the Borrower on the date hereof and the Borrower will merge into the Initial Borrower with the Borrower being the surviving entity (the “**Assumption**”). Each Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Loan Documents and the Secured Hedge Agreements (together with all instruments, agreements or other documents evidencing the Cash Management Obligations, the “**Finance Documents**”) and it is in the interest of each such Guarantor to make this Guaranty in favor of the Secured Parties. It is a covenant under the Credit Agreement that each Guarantor (other than a Guarantor in its capacity as an Additional Guarantor following the execution of a Guaranty Supplement) shall have executed and delivered this Guaranty.

The potential obligations of each Guarantor under this Guaranty are not disproportionate to the benefits derived by such Guarantor from the making of extensions of credit to the Borrower under the Credit Agreement and the other financing arrangements described above and/or to each such Guarantor’s net worth.

The execution, delivery and performance by each Guarantor of this Guaranty has been duly authorized by all necessary corporate or limited liability company action on the part of such Guarantor.

NOW, THEREFORE, in consideration of the premises and the Loans and Letters of Credit heretofore or hereafter from time to time made or issued by the Lenders under the Credit Agreement, each Guarantor, jointly and severally with each other Guarantor, hereby agrees as follows:

Section 1. *Definitions.* Capitalized terms used in this Guaranty and not defined herein shall have the meanings set forth in the Credit Agreement.

(a) The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Guaranty.

(b) As used in this Guaranty, the following terms have the meanings specified below:

“**Assumption**” has the meaning specified in the preliminary statement to this Guaranty.

“**Borrower**” has the meaning specified in the preliminary statement to this Guaranty.

“**Credit Agreement**” has the meaning specified in the preliminary statement to this Guaranty.

“**Finance Documents**” has the meaning specified in the preliminary statement to this Guaranty.

“**Guarantor**” means Holdings, each of the other Persons listed on Schedule I hereto or the Additional Guarantors, as the context may require, and “**Guarantors**” means, collectively, Holdings, each of the other Persons listed on Schedule I hereto and the Additional Guarantors.

“**Guaranty**” has the meaning specified in the preamble to this Guaranty.

“**Guaranty Supplement**” means a guaranty supplement in substantially the form of Exhibit A hereto.

“**Holdings**” has the meaning specified in the preamble to this Guaranty.

Section 2. *Guaranty; Limitation of Liability.*

(a) Each Guarantor hereby, jointly and severally with the other Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of the Borrower, each Loan Party guaranteeing the Obligations of the Borrower and any Restricted Subsidiary which is an obligor with respect to any Secured Hedge Agreements now or hereafter existing or any Cash Management Obligations now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations, the “**Guaranteed Obligations**”), and agrees to pay any and all reasonable expenses incurred by the Administrative Agent or any other Secured Party in enforcing any rights under this Guaranty or any other Loan Document in accordance with Section 10.04 of the Credit Agreement (including reasonable fees, expenses and disbursements of any law firm or other external counsel to the Administrative Agent). Without limiting the generality of the foregoing, each Guarantor’s liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Guarantor to any Secured Party under or in respect of the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, liquidation, receivership, examiner-ship, administration, reorganization or similar proceeding involving such other Guarantor.