FORM PTO-1594
(Rev. 6-93)
OMB No. 651-0011 (exp. 4/94)

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MRC RECORD 6-12-98 TR

06-17-1998

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T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Western Bagel Baking Corporation

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal Address: MAC #0188-200

Street Address: 111 Sutter Street, 20th Floor

City: San Francisco State: CA ZIP: 94104

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other corrective security agreement see attached for information

Execution Date: October 2, 1995

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1247245

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark Gold - Wells Fargo Bank

Internal Address: 0188-200

telephone (415) 396-3868

Street Address: 111 Sutter Street, 20th Floor

City: San Francisco State: CA ZIP: 94104

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pat Frazier — Name of Person Signing

Signature

June 1[illegible], 1998 — Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/17/1998 00000071 1247245
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ATTACHMENT TO RECORDATION FORM COVER SHEET
TRADEMARKS

Re: Western Bagel Baking Corporation
Trademark #: 1247245

This is to correct the nature of the conveyance of the previously recorded assignment recorded at Reel: 1401 Frame: 0141-0149.

THIS SHOULD BE RECORDED AS A SECURITY AGREEMENT.

G:\AU6702\COMM\FRAZIERP\WESTBAGL.ATT 061098

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FORM PTO-1594
(Rev. 3-93)
OMB No. 0651-0011 (exp. 4/94)

RE 11-15-1995

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SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of P attached original documents or copy thereof.

MAIL ROOM OCT 10 1995 PAT. & TRADEMARK OFF.

1. Name of conveying party(ies):

Western Bagel Baking Corporation

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State CA
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, N.A.

Internal Address: MAC # 0188-200

Street Address: 111 Sutter Street, 20th Floor

City: San Francisco State: CA ZIP: 94104

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: October 2, 1995

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1247245

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pat Frazier Wells Fargo Bank

Internal Address: 0188-200

Phone (415) 222-1155

Street Address: 111 Sutter Street, 20th Floor

City: San Francisco State: CA ZIP: 94104

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true cop the original document.

Pat Frazier — Name of Person Signing

Signature

October 19, 19 — Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of October 2, 1995, by and between WESTERN BAGEL BAKING CORPORATION, a California corpporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including without limitation, that certain Continuing Security Agreement: Rights to Payment and Inventory dated as of October 2, 1995, covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Collateral Assignments. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, assigns, conveys, mortgages and transfers to Bank Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest; and

(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference, and (ii) all reissues and/or extensions of any of the Property. The trademark and other proprietary rights assigned to Bank as security hereunder shall be held by Bank for the full term for which said rights are granted, and for the term or terms of each and every extension thereof, as fully

as the same would have been held by Debtor if this Agreement had not been executed, subject to Bank's obligation to release Bank's security interest in the Property upon satisfaction in full of all obligations of Borrower to Bank secured thereby.

2. Obligations Secured. The collateral assignment established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including but not limited to that certain Credit Agreement between Debtor and Bank dated as of October 2, 1995, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement").

Upon payment and performance in full of all of Debtor's obligations under the Loan Agreement, Bank, at Debtor's cost and expense, shall reassign to Debtor without recourse and without any warranty or representation of any kind or nature, all right, title and interest that Bank may then have in the Property, free and clear of any claims by Bank, in form acceptable to counsel for Bank, and upon such reassignment, the license and rights granted hereunder shall terminate, and the entire right shall be reinvested in Debtor, as fully as if this Agreement and license had not been made.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Bank deems necessary or appropriate to perfect and vest in favor of Bank a valid collateral assignment of the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Collateral Assignment Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Collateral Assignment Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest.

4. Grant of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement and the Loan Agreement), and Bank shall have given written notice to Debtor that the rights, license and privilege granted under this Paragraph have been terminated, Bank hereby grants to Debtor the exclusive, non-transferable, non-

assignable royalty-free right and license under the Property to use for Debtor's own benefit and account and for none other such Property provided, however, that no suit shall be brought in the name of Bank unless Debtor have first received the written consent of Bank thereto, which consent shall not be unreasonably withheld in instances where applicable law requires that the Property owner be joined as a necessary party in infringement suits.

Debtor agrees neither to sell or assign its interest in, nor grant any sublicense under, the license granted to Bank in this Paragraph 4, without the prior written consent of Bank; provided however, that Debtor may grant such bona fide sublicenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on condition that such sublicenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the reissuance of any trademark or other Property in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use

TRADEMARK
REEL: 1741 FRAME: 0572

proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

8. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Debtor's license under the Property as set forth in Paragraph 4 shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the

TRADEMARK
REEL: 1741 FRAME: 0573

Debtor. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

9. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

10. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Bank's prior written consent.

11. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

12. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the date first written above.

WESTERN BAGEL BAKING CORPORATION

By: _____

Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Nancy Clark
Assistant Vice President

[ATTACH NOTARY ACKNOWLEDGMENTS]

TRADEMARK
REEL: 1741 FRAME: 0574

EXHIBIT A
to
TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT
Dated as of October 2, 1995

U.S. Trademark Registration Number	Trademark	Registration Date
1247245	WESTERN BAGEL	August 2, 1983

l:\comm\frazierp\westetmk.asn 092595

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of CALIFORNIA

County of LOS ANGELES

On Oct. 12, 1995 (DATE) before me, Mitzi Miner, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Steven Jay Ustin (NAME(S) OF SIGNER(S)),

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MITZI MINER
COMM. #1041617
Notary Public – California
LOS ANGELES COUNTY
My Comm. Expires JUN 26,1998

MITZI MINER
COMM. #1041617
Notary Public – California
LOS ANGELES COUNTY
My Comm. Expires JUN 26,1998

WITNESS my hand and official seal.

Mitzi Miner
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
President
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Western Bagel Banking Corp.

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Collateral Assignment Agreement
TITLE OR TYPE OF DOCUMENT

FIVE
NUMBER OF PAGES

Oct. 2, 1995
DATE OF DOCUMENT

Nancy Clark
SIGNER(S) OTHER THAN NAMED ABOVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Los Angeles

On Oct. 12, 1995 (DATE) before me, Mitzi Minier, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Nancy Lynne Clark (NAME(S) OF SIGNER(S)),

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

MITZI MINIER
COMM. #1041617
Notary Public – California
LOS ANGELES COUNTY
My Comm. Expires JUN 26,1998

WITNESS my hand and official seal.

Mitzi Minier
SIGNATURE OF NOTARY

OPTIONAL

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Wells Fargo Bank

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Collateral
TITLE OR TYPE OF DOCUMENT

Assignment Agreement
FIVE
NUMBER OF PAGES

Oct. 2, 1995
DATE OF DOCUMENT

Steven Jay Ustin
SIGNER(S) OTHER THAN NAMED ABOVE

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