

09-17-1998

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100832094

A&G 12346.A37001

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

1. Name of the conveying party(ies):

The Bun Basket, Inc.

- Individuals
- General Partnership
- Corporation-State of Michigan
- Other: _____
- Association
- Limited Partnership

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

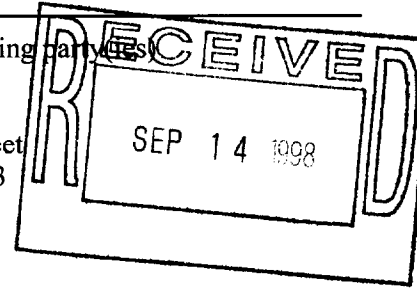
3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: September 1, 1998

2. Name and address of receiving party(ies):

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603



- Individual(s) citizenship
- Corporation-State of Illinois
- Other: _____
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be separate from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

1,313,684

Additional numbers attached? Yes No

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

Name: Mark R. Galis
Address: Altheimer & Gray
Suite 4000
10 South Wacker Drive
Chicago, IL 60606

6. Total number of applications and trademarks involved: 1

- 7. Total fee (37 CFR 3.41): \$40.00
- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 011,156

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.

Mark R. Galis

Name of Person Signing

Signature

Date

September 10, 1998

Total number of pages including cover sheet, attachments, and document: 16

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09/17/98 JMK/KLS 000005 40.00

TRADEMARK
REEL: 1788 FRAME: 0888

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement") is entered into as of September 1, 1998 by THE BUN BASKET, INC., a Michigan corporation ("Debtor"), and LASALLE NATIONAL BANK ("Secured Party").

RECITALS:

A. Debtor and Secured Party have entered into a certain Credit Agreement of even date herewith (as amended, restated or otherwise modified and in effect from time to time, the "Credit Agreement"), pursuant to which Secured Party has agreed, subject to the terms and conditions thereof, to make loans and other financial accommodations to Debtor from time to time.

B. Secured Party has required, as a condition to its entering into the Credit Agreement, that Debtor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Credit Agreement and to make loans and financial accommodations to Debtor thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition are used herein as defined in the Credit Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants to Lender a continuing security interest in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 1 attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing herein referred to as the "Patents");

(b) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule 2 attached hereto, and any renewals thereof, and all income, royalties, damages and payments now or hereafter due or payable

under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing herein referred to as the "Trademarks"); and

(c) all copyrights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule 3 attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing herein referred to as the "Copyrights");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Lender under this Agreement, Debtor hereby assigns, transfers and conveys to Lender all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Lender, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Lender and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted without charge, without requirement that any monetary payment whatsoever, including, without limitation, any royalty or license fee, be made to Debtor or any other Person by Secured Party, except that if Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations.

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules 1, 2 and 3, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Debtor. Debtor shall provide Secured Party on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Debtor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Secured Party with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

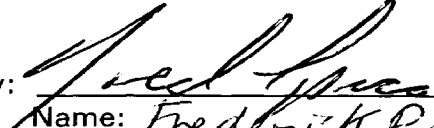
5. Binding Effect. This Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its successors and assigns.

6. Applicable Law; Severability. This Agreement shall be construed in accordance with, and governed by, all of the provisions of the Illinois Uniform Commercial Code and by the other internal laws of the State of Illinois, except for the perfection and enforcement of security interests and liens in other jurisdictions, which shall be governed by the laws of such other jurisdiction or, as applicable, by the laws of the United States of America. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

* * * * *


IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

THE BUN BASKET, INC.

By: 
Name: Fredrick P. Spica
Title: CEO, Secretary and Treasurer
Address: 1661 28th Street SW
Wyoming, MI 49509

Accepted and Agreed To:

LASALLE NATIONAL BANK

By: 
Name: Joshua Eichenhorn
Title: Senior Vice President
First
Address: 135 South LaSalle Street
Chicago, IL 60603

SCHEDULE 1

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

None.

U.S. Patent Application No.

Date Applied

None

SCHEDULE 2

TRADEMARKS

Trademark Registrations

FEDERAL TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
"THE BUN BASKET" & Design	1,313,684	January 8, 1985

STATE TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
"THE BUN BASKET" & Design	M26-004	December 16, 1982
TAILGATER (Service mark)	M74-063	May 4, 1988

Trademark Applications

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
None.		

Int. Cl.: 30



Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 1,313,684

Registered Jan. 8, 1985

TRADEMARK
Principal Register



The Bun Basket, Inc. (Michigan corporation)
1529 Langley, SE
Grand Rapids, Mich. 49508

For: BREAD, BUNS, MUFFINS, ROLLS AND
BAGELS, in CLASS 30 (U.S. Cl. 46).

First use Aug. 26, 1981; in commerce Aug. 26,
1981.

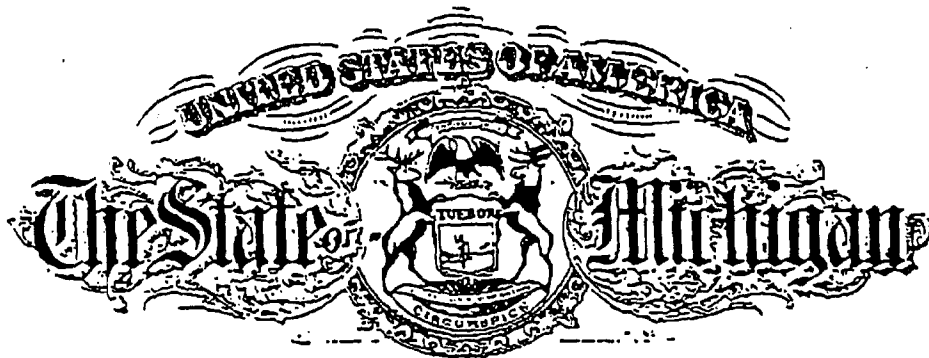
No claim is made to the exclusive right to use the
word "Bun" and the pictorial representation of bread,
buns, muffins, rolls and bagels, apart from the mark as

shown.

The lining is a feature of the mark and does not
indicate color.

Ser. No. 396,806, filed Sep. 30, 1982.

ROGER KATZ, Examining Attorney



DEPARTMENT OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Richard H. Austin, Secretary of State of the State of Michigan and Custodian of the Great Seal thereof, Do Hereby Certify that the trademark

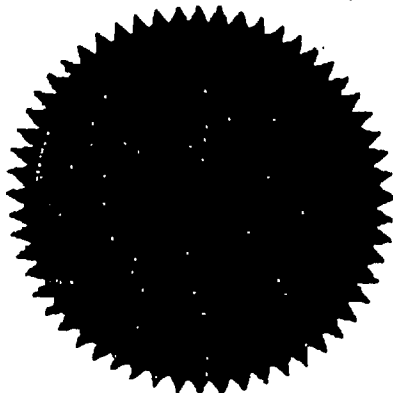
"THE BUN BASKET" & Design

which mark was first used in commerce anywhere on or about August 26, 1981 and was first used in commerce in Michigan on or about August 26, 1981 was registered in this office under date of December 16, 1982 in accordance with the provisions of Act 242, Public Acts of Michigan of 1969, as amended, in behalf of THE BUN BASKET, INC.

whose business address is 1529 Langley, S.E., Grand Rapids, Michigan 49508 and the class of goods or services to which said mark is appropriated is:

Class 46 - Foods and ingredients of foods.

and shall remain so registered for a term of ten years from the date of registration, or renewal thereof, unless assigned or cancelled in the manner provided by law.



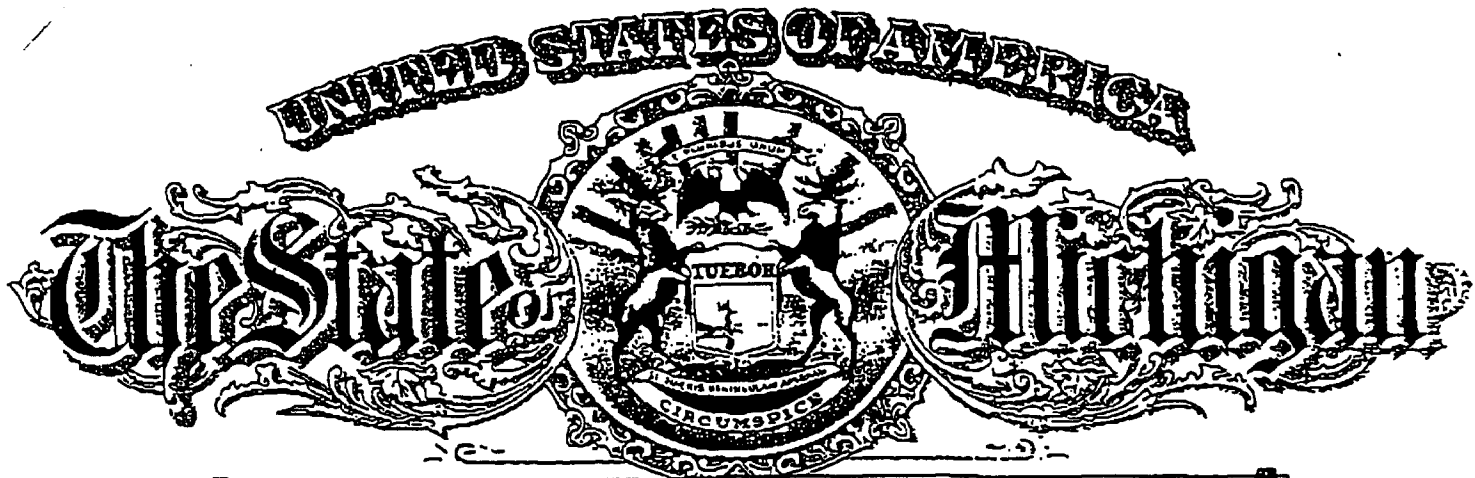
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State at the Capitol, in the City of Lansing, this

seventh day of February

A. D. 1983.

Richard H. Austin
Secretary of State

Form 18-1/78



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That

on August 3, 1992, a Renewal Application for the Trademark

THE BUN BASKET (& Design)

was filed in this office in accordance with the provisions of Act 242, Public Acts of 1969, as amended, on behalf of The Bun Basket, Inc., a Michigan corporation, whose business address is 1661 28th Street, S.W., Wyoming, MI 49509. Said mark was first used in commerce anywhere on August 26, 1981, was first used in commerce in Michigan on August 26, 1981, and is appropriated to the following class of goods or services:

46 - Foods and Ingredients of Foods.

The registration is renewed for a successive term of ten years expiring on December 16, 2002, unless assigned or cancelled in the manner provided by law.

The identification number assigned by this office to said mark is M26-004.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 24th day
of August, 1992*

Carl L. Izon

CORPORATION AND SECURITIES BUREAU

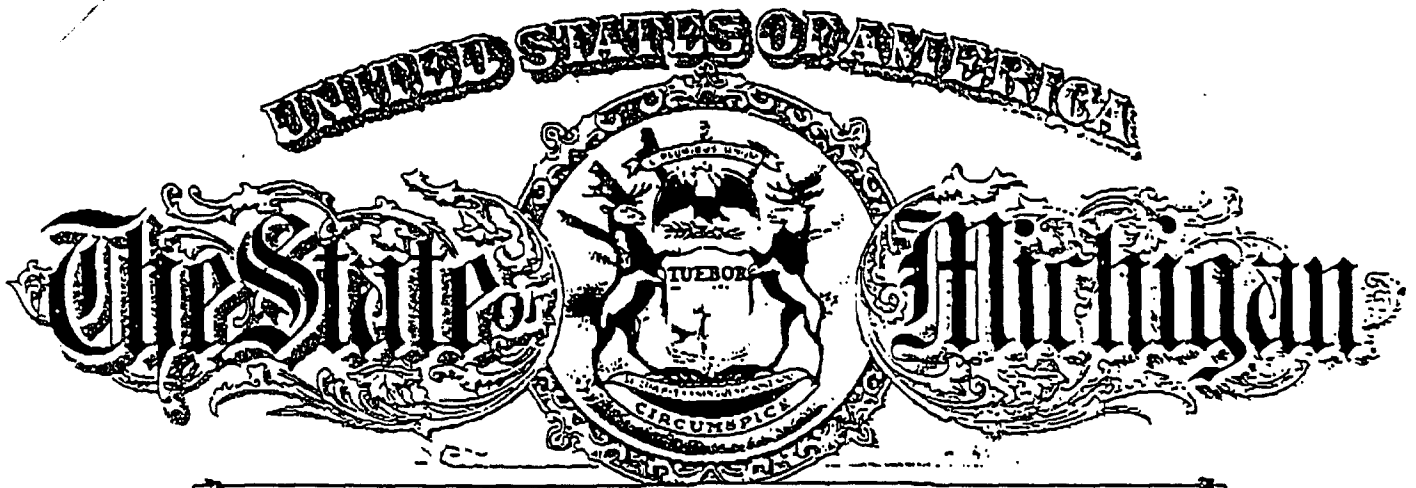
Director

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TRADEMARK
REEL: 1788 FRAME: 0897



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That

on May 4, 1988, the Service mark

TAILGATER

was registered in this office in accordance with the provisions of Act 242, Public Acts of 1969, as amended, on behalf of The Bun Basket, a Michigan corporation whose business address is 1529 Langley, SE, Grand Rapids, Michigan 49508. Said mark was first used in commerce anywhere on October 31, 1983, was first used in commerce in Michigan on October 31, 1983, and is appropriated to the following class of goods or services:

100 - Miscellaneous.

The registration shall remain for a term of ten years from the date of registration, or renewal thereof, unless assigned or cancelled in the manner provided by law.

The identification number assigned by this office to said mark is M74-063.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 4th day
of May 19 88*

Director

C & S-171
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TRADEMARK
REEL: 1788 FRAME: 0898

State of Michigan
Michigan Department of Consumer and Industry Services
Corporation, Securities and Land Development Bureau

This is to certify that on September 4, 1997 a Renewal Application for the Service Mark

TAILGATER

was filed in this office in accordance with the provisions of Act 242, Public Acts of 1969, as amended, on behalf of The Bun Basket, whose business address is 1661 28th Street, Wyoming, MI 49509. Said mark was first used in commerce anywhere on October 31, 1983, was first used in commerce in Michigan on October 31, 1983, and is appropriated to the following class of goods or services:

100 Miscellaneous.

The registration is renewed for a successive term of ten years expiring on May 4, 2008. unless assigned or cancelled in the manner provided by law.

The identification number assigned by this office to said mark is M74-063.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4th day of September, 1997.

Julie Croll

*Corporation, Securities and
Land Development Bureau.*

SEAL APPEARS ONLY ON ORIGINAL

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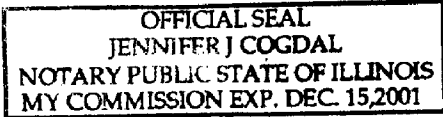
TRADEMARK
REEL: 1788 FRAME: 0899

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jennifer J. Cogdal, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Frederick P. Spica, the CEO, Secretary and Treasurer of THE BUN BASKET, INC., a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, Secretary and Treasurer appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of such corporation.

GIVEN under my hand and notarial seal this 1st day of September, 1998.



Jennifer J. Cogdal

Notary Public

My Commission Expires:

12-15-2001

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jennifer J. Cogdal, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Joshua Eichenhorn, First Vice President of LASALLE NATIONAL BANK, known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of such Secured Party.

GIVEN under my hand and notarial seal this 1st day of September, 1998.

Jennifer J. Cogdal

Notary Public

My Commission Expires:

12-15-2001

