Form PTO-1594 MRD 3/4/99 REC

(Rev 6-93)

03-09-1999

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Paten | documents or copy thereof.

100978996

1. Name of conveying party(ies):

ANDRE-BOUDIN BAKERIES, INC.
520 Lake Cook Road
Suite 550
Deerfield, Illinois 60015

OIP MAR 04 1999 PATENT & TRADEMARK OFFICE

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

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

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

Name: DLJ Capital Funding, Inc.
as collateral agent

Internal Address: 17th Floor

Street Address: 277 Park Avenue

City: New York State: NY ZIP: 10172
Country:

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

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: March 16, 1998

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is

| A. Trademark Application No.(s) | B. Trademark No.(s) |
|---|---|
| | 1,066,872<br>1,087,413<br>1,662,005<br>1,667,918 |

. . . . . Additional numbers attached ☐ Yes ☒ No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41): $115.00

☒ Enclosed (Check No. 16452)

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

03/09/1999 DNGUYEN 00000016 1066872

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Nora A. Whitescarver — Name of Person Signing

Nora A Whitescarver — Signature

March 3, 1999 — Date

Total number of pages comprising cover sheet and document attachments: 8

[EXECUTION COPY]

# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 16, 1998, is made between ANDRE-BOUDIN BAKERIES, INC., a California corporation (the "Grantor"), and DLJ CAPITAL FUNDING, INC., as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Revolving Credit Borrowers named therein, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders") and the Agents and the Documentation Agent named therein, the Lenders and the Issuer have extended Revolving Credit Commitments to make Revolving Credit Extensions to the Revolving Credit Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Revolving Credit Extensions made from time to time to the Revolving Credit Borrowers by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Revolving Credit Extensions to the Revolving Credit Borrowers pursuant to the Credit Agreement and each Revolving Credit Extension (including the initial Revolving Credit Extensions) to the Revolving Credit Borrowers, and to issue and participate in Revolving Credit Letters of Credit for the account of the Revolving Credit Borrowers, pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.



TRADEMARK
REEL: 1865 FRAME: 0312

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Revolving Credit Letters of Credit (or the cash collateralization (on terms and conditions satisfactory to the Agents and the Issuer) of all Reimbursement Obligations in respect of such Revolving Credit Letters of Credit) and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 8.1.1 of the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Revolving Credit Document, etc. This Agreement is a Revolving Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANDRE-BOUDIN BAKERIES, INC.,
a California corporation

By: _____
Title:

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent

By: _____
Title:

24279464

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent

By: _____
Title:

Harold J. Philipps
Managing Director

ATTACHMENT 1
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

| *Country | Trademark | Registration No. | Registration Date |
|---|---|---|---|

SEE ANNEX I ATTACHED HERETO.

Pending Trademark Applications

| *Country | Trademark | Serial No. | Filing Date |
|---|---|---|---|

Trademark Applications in Preparation

| *Country | Trademark | Docket No. | Expected Filing Date | Products/ Services |
|---|---|---|---|---|

Item B. Trademark Licenses

| *Country or Territory | Trademark | Licensor | Licensee | Effective Date | Expiration Date |
|---|---|---|---|---|---|

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

24279464

ANNEX I

## U.S. TRADEMARKS

| Mark | Reg. No. | Registration Date | First Use | Goods |
|---|---|---|---|---|
| OUDIN SOUR DOUGH RENCH BREAD & Design | 1066872 | 05/31/77 | 1975 | Bakery products; retail bakery store services |
| OUDIN | 1087413 | 03/14/78 | 1849 | Bakery products |
| OUDIN SOURDOUGH AKERY & CAFE | 1662005 | 10/22/91 | 10/00/86 | Retail bakery store services and restaurant services, including carry-out-food services |
| OUDIN SOURDOUGH RENCH BREAD & Design | 1667918 | 12/10/91 | 01/00/84 | Restaurant services, including carry-out food services |