

07-20-1999

(Rev 6-93)



To the

101095531

1. Name of conveying party(ies):

Archway Cookies, LLC
520 Lake Cook Road
Suite 550
Deerfield, Illinois 60015

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other:

Execution Date: July 9, 1999

FORM COVER SHEET

U.S. Department of Commerce

MARKS ONLY

Patent and Trademark Office

Please record the attached original documents or copy thereof.

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

Name: DLJ Capital Funding, Inc. as collateral agent

Internal Address: _____

Street Address: 277 Park AvenueCity: New York State: New York ZIP: 60015
Country: _____☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation☐ 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

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)

2,069,010	2,078,182	1,968,323	1,798,176	1,798,175
1,865,364	1,800,330	1,671,959	1,668,706	723,935
753,409				

Additional numbers attached ☐ Yes ☒ No

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

Name: Nora A. WhitescarverInternal Address: Mayer, Brown & PlattStreet Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 11

7. Total fee (37 CFR 3.41): \$290.00☒ Enclosed (Check No. 17784)☐ 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.

Nora A. Whitescarver

Name of Person Signing

Signature

July 15, 1999,

Date

07/19/1999 MAIL

00000249 2083010

01 FC:481
02 FC:482

40.00 OP
250.00 OP

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 9, 1999, is made between ARCHWAY COOKIES, LLC, a Delaware limited liability company (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 effectiveness of certain amendments to the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of June 11, 1999 (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;

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

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 amend 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.

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.

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.

ARCHWAY COOKIES, LLC

By: _____

Title: _____

DLJ CAPITAL FUNDING, INC.
as Collateral Agent

By: _____

Title: _____

By: _____

Title: _____

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.

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.

ARCHWAY COOKIES, LLC

By: _____
Title:

DLJ CAPITAL FUNDING, INC.
as Collateral Agent

By: 
Title:

By: _____
Title:

ATTACHMENT 1
to Trademark Security Agreement

Trademarks and Trademark Licenses

Mark	Class	Registration No./ Application No.	Registration Date Filing Date
CLASSIC COOKIE JAR MATERIAL	30	2,069,010	06/10/1997
COOKIE COLLECTIBLES	42	2,078,182	07/08/1997
THE GOOD FOOD COOKIE	30	1,968,323	04/16/1996
COOKIES FOR KIDS	36	1,798,176	10/12/1993
BE A GOOD COOKIE	36	1,798,175	10/12/1993
THE HOMESTYLE COLLECTION	30	1,865,364	11/29/1994
THE HOMESTYLE COLLECTION	30	1,800,330	10/19/1993
ARCHWAY and design	30	1,671,959	01/14/1992
ARCHWAY	30	1,668,706	12/17/1991
SO-RITE	30	723,935	11/14/1961
ARCHWAY 'HOME STYLE COOKIES'	30	753,409	07/23/1963
ARCHWAY (OREGON)	30	T10,326	09/03/1965
ARCHWAY (HAWAII)	30	17,478	05/26/1969
ARCHWAY (GEORGIA)	30	T,121	11/21/1966
ARCHWAY (WASHINGTON)	30	5,988	02/04/1976
ARCHWAY (FLORIDA)	30	905,530	04/10/1963
ARCHWAY HOMESTYLE COOKIES (NEW HAMPSHIRE)	30	N/A	02/18/1986

Mark	Class	Registration No./ Application No.	Registration Date Filing Date
ARCHWAY (WYOMING)	30	2,583	11/04/1977
ARCHWAY (WEST VIRGINIA)	30	24,722	11/09/1966
ARCHWAY (WEST VIRGINIA)	29	213,300	04/06/1955
ARCHWAY (TENNESSEE)	29,30,31	N/A	N/A
ARCHWAY and design (SOUTH DAKOTA)	29,30,31	N/A	N/A
ARCHWAY and design (PENNSYLVANIA)	29,30,31	N/A	N/A
HOME STYLE (OHIO)	29,30,31	4,096	01/29/1982
ARCHWAY (OHIO)	29,30,31	4,097	01/29/1982
ARCHWAY (NORTH DAKOTA)	29,30,31	5,094,400	11/16/1966
ARCHWAY (NEVADA)	30	N/A	10/22/1968
ARCHWAY (MONTANA)	30	T,008,598	11/25/1968
ARCHWAY and design (MAINE)	30	19,810,147	05/26/1966
ARCHWAY (KENTUCKY)	30	8,607	03/22/1989
ARCHWAY (IDAHO)	30	12,552	03/13/1989
ARCHWAY (CALIFORNIA)	29,30,31	4,699	N/A
ARCHWAY (ALABAMA)	30	100,076	01/05/1981