



10-05-1999



101161893

2 SHEET

Docket No.:

ILY 9-30-99

CHA/15/2

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof

1. Name of conveying party(ies):

address of receiving party(ies):

Fresh Start Bakeries, Inc.

Name: Chase Bank of Texas, National Association

Internal Address:

Street Address: One Chase Manhattan Plaza, 8th Floor

City: New York State: NY ZIP: 10081

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association **Banking**
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 10, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,665,990
1,981,396

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 2

Name: Barry Bumgardner

Internal Address: Vinson & Elkins L.L.P.

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: 3700 Trammell Crow Center

8. Deposit account number:

2001 Ross Avenue

22-0365

City: Dallas State: TX ZIP: 75201

10/04/1999 DMSUYEN 00000231 1665990

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Barry Bumgardner

Name of Person Signing

[Signature] 9/26/99
Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

TRADEMARK

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **FRESH START BAKERIES, INC.**, a Delaware corporation (the "**Assignor**") with principal offices at 145 South State College Boulevard, Suite 200, Brea, California 92821, hereby assigns and grants to **CHASE BANK OF TEXAS, NATIONAL ASSOCIATION**, as Agent, with principal offices at One Chase Manhattan Plaza, 8th Floor, New York, New York 10081 (the "**Assignee**"), a security interest in (a) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, with (b) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) and products of the Marks, (c) the goodwill of the businesses symbolized by the marks and (d) all causes of action arising prior to or after the date hereof for infringement of any of the marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "**Assignment**") is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Guarantee and Collateral Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of May 28, 1999 (as amended from time to time, the "**Guarantee and Collateral Agreement**"). Upon the occurrence of the payment in full of the Obligations (as defined in the Guarantee and Collateral Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in and re-assigning the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNEE:

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, as Agent

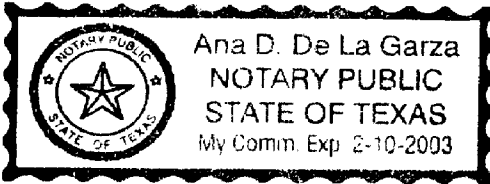
By: J. Creighton Miller, III
Name: J. CREIGHTON MILLER, III
Title: VICE PRESIDENT

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

On this 15 day of September, 1999, before me personally came J. Creighton Miller who, being by me duly sworn, did state as follows: that s/he is Vice President of Chase Bank of Texas, National Association, as Agent, that s/he is authorized to execute the foregoing Assignment of Security Interest on behalf of said national banking association..



Ana D. De La Garza
Notary Public, State of Texas

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Goods</u>	<u>Registration No.</u>	<u>Registration Date</u>
FRESH START BAKERIES	bakery products	1,665,990	November 26, 1996
BELLA CRUSTA	bread	1,981,396	June 18, 1996