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U.S. Patent & TMO/TM Mail Rpt Dt. #26

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
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Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

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Name

DBA/AKA/TA

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☒ Corporation ☐ Association

☐ Other

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/19/1999 DNGUYEN 00000295 200052 1703017

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01 FC:481 40.00 CH
02 FC:482 50.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Christine E Wilson
D. Elaine Howard, Legal Assistant

Christine E Wilson
D. Elaine Howard

11/03/99

Name of Person Signing

Signature

Date Signed

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of October 29, 1999, is made by NATIONAL BAKERY, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent"), on behalf of the "Lenders", as such term is defined in the Credit Agreement identified below, with respect to the following facts.

RECITALS

A. California Pretzel Company, ABC Pretzel, Inc., Grantor, the other Credit Parties signatory thereto, Agent and Lenders are parties to that certain Credit Agreement of even date herewith (as the same from time to time may be amended, supplemented or otherwise modified, the "Credit Agreement"), pursuant to which Lenders have agreed, among other things, to make the Loans (as defined therein) and provide certain other financial accommodations to Borrowers (as defined therein) and Grantor.

B. Agent and Lenders are willing to make the Loans and provide such other financial accommodations to Borrowers and Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to Agent for the benefit of Lenders.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in or pursuant to the Credit Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its patents and all patent licenses to which Grantor is a party, including those referred to in **Part A to Schedule I** hereto;

(b) all of its trademarks and all trademark licenses to which Grantor is a party, including those referred to in **Part B** to **Schedule I** hereto;

(c) all of its copyrights and all copyright licenses to which Grantor is a party, including those referred to in **Part C** to **Schedule I** hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and general intangibles with respect to the forgoing; and

(e) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement of any patent or patent license, or (B) for past, present or future infringement or dilution of any copyright, copyright license, trademark or trademark license, or (C) for injury to the goodwill associated with any license, patent, trademark or copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

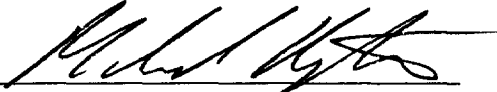
3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

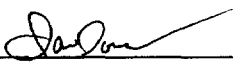
"Grantor"

NATIONAL BAKERY, INC.

By: 
Michael R. B. Uytengsu
Chief Executive Officer

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Iain Douglas
Duly Authorized Signatory

SCHEDULE 1
(PART A)

PATENTS AND PATENT LICENSES

[NONE]

SCHEDULE 1
(PART B)

TRADEMARKS AND TRADEMARK LICENSES

Trademarks Owned By Grantor Prior To and On the Closing Date

<u>Trademark</u>	<u>Registration No.</u>	<u>Reg. or Renewal Date</u>
BALDIES	1,703,017	November 22, 1977
ANDERSON and Design	1,872,700	January 10, 1995
TRITZELS	387,966	June 10, 1941

Common Law Trademarks: NATIONAL

Plus trademarks of private label customers.

SCHEDULE 1
(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

[NONE]