

03-03-2000



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Form PTO-1534
1-31-92

HEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Meyer's Bakeries, Inc.

Individuals
 General Partnership -
 Corporation-State: Arkansas
 Other

Association
 Limited Partnership

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

3. Nature of conveyance:

Assignment
 Security Interest
 Other

Merger
 Change of Name

Execution Date: May 28, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

Name and address of receiving party(ies):
 Name: Nationsbank, N.A.
 Internal Address: Independence Center - 15th Floor
 Street Address: 101 North Tryon Street
 City: Charlotte State: North Carolina ZIP: 28255

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-
 Other Collateral Agent

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

Trademark Registration No.(s)\
Please see attached Schedule A

6. Total number of applications and registration involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account.)

03/02/2000 DNGUYEN 00000428 1659048

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 125.00 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.

Brian T. Jaenicke
 Name of Person Signing

Signature

2/28/99
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Commissioner of 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 (065-0011), Washington, D.C. 20503.

SCHEDULE A

MARK

REG. NO.

REG. DATE

NATURE'S BASKET

1,659,048

October 1, 1991

GOLDEN CLASSICS

2,049,030

April 1, 1997

TASTY N' CRUSTY

1,754,677

February 23, 1993

NATURE'S GRAIN

1,333,464

April 30, 1985

IT'S A BISCUIT

1,726,016

October 20, 1992

MARK

APP. NO.

FILING DATE

DELI GOURMET

75/654,601

March 5, 1999

ANNEX G
TO
SECURITY AGREEMENT

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, MEYER'S BAKERIES, INC., an Arkansas corporation (the "Assignor") with principal offices at 1 Rockefeller Plaza, 32nd Floor, New York, New York 10020 hereby assigns and grants to NATIONSBANK, N.A., as Collateral Agent, with principal offices at 101 North Tryon Street, Independence Center, 15th Floor, Charlotte, North Carolina 28255 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) 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 is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 20, 1999 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instru-

ment in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security 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 Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 28 day of ~~November, 1998~~ Nov. 1999

MEYERS BAKERIES, INC.,
as Assignor

By: C. E. Meyer, III
Name: C. E. Meyer
Title: C.E.O.

(REV. 5-21-99) 9-21-99 4-20 NO. 4261297471 4

FORM REVERSE OF 52ND FLA. STATUTE

NATIONSBANK, N.A.,
as Collateral Agent, and as Assignee

By: Sarah L. Hemmer
Name: Sarah L. Hemmer
Title: Principal

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 20th day of May ____, 1999, before me personally came

_____ who, being duly sworn, did depose and say that he is
_____ of Meyer's Bakeries, Inc., that he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that he did so by
authority of the Board of Directors of said Corporation


Notary Public

VALERIE VANDERPUJE
Notary Public, State of New York
No. 01VA6019728
Qualified in Kings County
Commission Expires Feb. 16, 2001

19990520 10:07:16 13 17:16 66 17 19 CHD

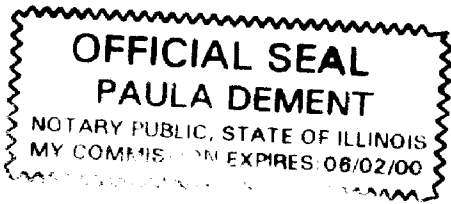
FOR MESSAGE USE ONLY

TRADEMARK
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STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 24 day of May __, 1999, before me personally came

Stephen Hernandez who, being by me duly sworn, did state as follows: that he is
_____ of NationsBank, N.A., that he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that he did so by
authority of the Board of Directors of said corporation.



Paula Dement
Notary Public

(i)

new york 435329 v1 (9/99)(01) (oe.)

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RECORDED: 02/02/2000

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