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04-26-2000

FORM PTO 1618A

Expires 6/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of TRADEMARKS and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Month Day Year _____

Merger

Change of Name

Other _____

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date Month Day Year
03222000

Name Bun Basket, Inc., The

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____ Michigan

Receiving Party

Mark if additional names of receiving parties attached

Name Chase Bank of Texas, National Association

DBA/AKA/TA _____

Composed of _____

Address (line 1) 712 Main Street

Address (line 2) _____

Address (line 3) Houston Tx 77002

City State/Country Zip Code

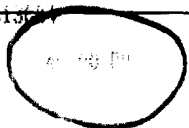
Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United states, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other National Banking Association

Citizenship/State of Incorporation/Organization _____

04/15/2000 15HRBA22 00000017 1313/01
01 FC:461



FOR OFFICE USE ONLY

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Commissioner of TRADEMARKS and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002059 FRAME: 0918

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

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)

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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.

SEAN BUNK
Name of Person Signing

Sean Bunk
Signature

3/28/00
Date

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party(ies) 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

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line

Address (line

Address (line

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of

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.)

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)

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as the same may be amended, amended and restated, modified or supplemented from time to time, this "Security Agreement" dated as of March 22, 2000, is executed by **THE BUN BASKET, INC.**, a Michigan corporation (the "Debtor") with an office at 1661 28th Street, Wyoming, MI 49509 for the benefit of (i) **CHASE BANK OF TEXAS, NATIONAL ASSOCIATION**, a national banking association, as collateral agent under the Intercreditor Agreement, as hereinafter defined (in such capacity, the "Collateral Agent"), (ii) the lenders from time to time party to the Credit Agreement referred to below (such lenders collectively, the "Lenders"), (iii) Chase Bank of Texas, National Association, as administrative agent for the Lenders, (in such capacity, the "Administrative Agent") and (iv) The Prudential Insurance Company of America as holder of the notes issued pursuant to the Note Agreement referred to below (such holder of notes from time to time under the Note Agreement and its successors and assigns, collectively, the "Noteholders").

Preliminary Statement

The Administrative Agent and certain of the Lenders entered into a Credit Agreement dated December 30, 1998, as amended by that certain First Amendment to Credit Agreement dated August 6, 1999 (said Credit Agreement, as amended by said First Amendment to Credit Agreement, the "Original Credit Agreement"), with Value Added Bakery Company, a Delaware corporation (the "Initial Borrower") pursuant to which the Lenders committed to make to the Initial Borrower (a) revolving credit loans of up to \$10,000,000.00, and (b) a term loan of up to \$30,000,000.00, certain of the proceeds of which were used to purchase all of the outstanding capital stock of Liqui-Dri Foods, Inc., a Kentucky corporation ("Liqui-Dri"). Pursuant to the said First Amendment to Credit Agreement, the Term Loan Commitment of the Lenders was increased to \$65,000,000 to provide for the acquisition of the Frozen Foods Division of Continental Mills, Inc. and the acquisition of the outstanding capital stock of Community Shops, Inc.

To provide additional financing for the acquisition of the Liqui-Dri, the Initial Borrower and the Noteholders entered into that certain Note Agreement dated December 30, 1998 as modified by that certain letter agreement dated August 6, 1999 (said Note Agreement, as modified by said letter agreement, the "Original Note Agreement"), pursuant to which the Noteholders purchased the 9.79% Senior Secured Fixed Rate Notes due December 30, 2006 of the Initial Borrower in the original principal amount of \$20,000,000.00 (the "Fixed Rate Notes") and the Senior Floating Rate Notes due December 30, 2006 in the original principal amount of \$10,000,000.00 (the "Floating Rate Notes" and, collectively with the Fixed Rate Notes, the "Prudential Notes").

Immediately after acquiring the stock of the Liqui-Dri, the Initial Borrower was merged into and with Liqui-Dri and the separate existence of the Initial Borrower ceased and Liqui-Dri assumed all of the obligations of the Initial Borrower under the Original Credit Agreement and the Original Note Agreement. Liqui-Dri subsequently changed its name to Bakery Chef, Inc., a Kentucky corporation (the "Borrower").

The Borrower has requested the Lenders and the Administrative Agent (i) to increase the amount of the revolving credit commitment to \$20,000,000.00, (ii) to increase the amount of the Term Loan Commitment of the Lenders to \$90,000,000.00 and to amend and modify certain terms of the Original Credit Agreement to permit the acquisition of the outstanding capital stock of the Debtor by the Borrower. The Lenders and the Administrative Agent have agreed to do so to the extent reflected in that certain Second Amendment to Credit Agreement (the "Second Amendment") and the Original Credit Agreement as amended by the Second Amendment and as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") of even date herewith among the Borrower, the Lenders and the Administrative Agent and upon the conditions contained therein. In connection with the Second Amendment, the Noteholders entered into that certain letter agreement of even date hereof (the "Second Letter Agreement" and the Original Note Agreement as modified by the Second Letter Agreement and as it may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, the "Note Agreement").

It is a condition precedent to the Second Amendment and to the obligation of the Lenders to make and continue to make the Loans to the Borrower under the Credit Agreement as evidenced by the Notes and to the Second Letter Agreement and to the obligations of the Noteholders to purchase and continue to hold the Prudential Notes under the Note Agreement that the Debtor shall have granted the security interest contemplated by this Security Agreement.

Under the terms of that certain Second Amended and Restated Collateral Agency and Intercreditor Agreement dated the date hereof (said Second Amended and Restated Collateral Agency and Intercreditor Agreement as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among the Collateral Agent, the Administrative Agent, each Lender and the Noteholders, the Lenders and the Noteholders have appointed the Collateral Agent to enforce the rights and remedies set forth herein, subject to the provisions of the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order (i) to induce the Lenders and the Administrative Agent to enter into the Second Amendment, (ii) to induce the Lenders to make and continue to make Loans to the Borrower under the Credit Agreement, (iii) to induce the Noteholders to enter into the Second Letter Agreement, and (iv) to induce the Noteholders to purchase and continue to hold the Prudential Notes under the Note Agreement, the Debtor hereby agrees as follows for the benefit of the Collateral Agent, the Administrative Agent, the Lenders and the Noteholders:

SECTION 1. Defined Terms. (a) The capitalized terms used herein which are defined in the Intercreditor Agreement and not otherwise defined herein shall have the meanings specified therein.

(b) In addition to the terms defined elsewhere in this Security Agreement, the following terms shall have the following meanings:

(i) “Default” means any event which with the giving of notice or lapse of time or both would become an Event of Default.

(ii) “Guaranty” means that certain Guaranty dated the date of this Security Agreement executed by Debtor for the benefit of the Collateral Agent, the Lenders, the Administrative Agent and the Noteholders.

(iii) “UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of Texas; *provided* that if by mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests granted pursuant to Section 2 hereof, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Security Agreement, in any Collateral is governed by the UCC as in effect in such other jurisdiction other than Texas, “UCC” means the UCC as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

(iv) “Permitted Lien” means any “Permitted Lien” as such term is defined in the Credit Agreement.

SECTION 2. Grant of Security. The Debtor hereby grants to the Collateral Agent for the benefit of itself, the Lenders and the Noteholders a first and prior Lien or security interest in all of the Debtor’s right, title and interest in and to the following, whether presently held or hereafter acquired (the “Collateral”):

(a) All accounts (as defined in the UCC) and (whether or not included in such definition), all receivables, accounts receivable, lease receivables, contract rights, chattel paper, drafts, acceptances, instruments, writings evidencing a monetary obligation or a security interest or a lease of goods, general intangibles and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, lease receivables, contract rights, chattel paper, drafts, acceptances, instruments, writings evidencing a monetary obligation or a security interest or a lease of goods, general intangibles or obligations (any and all of the foregoing being the “Receivables”); and

(b) All inventory (as defined in the UCC) in all of its forms, wherever located, now or hereafter existing and whether acquired by purchase, merger or otherwise and all raw materials, feedstocks, package materials, bulk products, all material stored in bins, and work in process therefor, all finished goods, packaged products, spare parts, service parts, and all materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing or production thereof, including (whether or not included in such UCC definition) goods in which the Debtor has an interest in mass or joint or other interest or right of any kind and goods which

are returned to or repossessed by the Debtor, and all accessions thereto and products thereof and documents therefor (any and all of the foregoing being the "Inventory"); and

(c) All general intangibles (as defined in the UCC), and (whether or not included in such definition) all trade secrets, technology, formulas, recipes, mixing instructions, product specifications and all inventions, processes, production methods, proprietary information and know-how; all business records, books, files, ledgers, documents and correspondence, confidential and otherwise, including market information, sales aids, customer and supplier lists, files, records and data; all accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all computer software (including all source codes), data rights, documentation and associated license, escrow, support, maintenance and software development agreements now or hereafter held pertaining to the operations of the Debtor's business; all licenses and sublicenses; all consents, permits, variances now or hereafter held by Debtor pertaining to operations or business now or hereafter conducted; all rights to receive return of deposits and trust payments; all rights to payment under letters of credit and similar agreements; all tax refunds; all proceeds of any insurance, indemnity, warranty or guaranty; and all causes of action, rights, claims and warranties (any and all of the foregoing being the "General Intangibles"); and

(d) All equipment (as defined in the UCC) and (whether or not included in such definition), all tangible personal property including all laboratory equipment and other manufacturing and research items, computer hardware, all vehicles, goods, machinery, chattels, tools, dies, jigs, molds, parts, machine tools, furniture, furnishings, fixtures, and supplies, of every nature, wherever located, all additions, accessories and improvements thereto and substitutions therefor and all accessories, parts and equipment which may be attached to or which are necessary for the operation and use of such personal property or fixtures, whether or not the same shall be deemed to be affixed to, arise out of or relate to any real property owned or leased by the Debtor, together with all accessions thereto, and all rights under or arising out of present or future leases or contracts relating to the foregoing (any and all of the foregoing being the "Equipment"); and

(e) Any motor vehicle, trailer or other vehicle required to be registered or licensed under the Michigan Vehicle Code, Act No. 300 of the Public Acts of 1949, as amended, or any similar Law and as to which title thereto is evidenced by a certificate of title issued by a governmental authority (any and all of the foregoing being the "Titled Vehicles"); and

(f) All rights in and to all permits, licenses, authorizations, approvals, product and establishment registrations and approvals, certificates of convenience or necessity franchises, immunities, easements, consents, grants, ordinances and other rights, in each case granted by any governmental authority pertaining to the operation of the business; and

(g) All sales orders and contracts, purchase orders and contracts, distribution agreements, leases and other contract rights; and

(h) All letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including all national and multinational statutory invention registrations, patents (including letters patent; patent registrations and patent applications and any other patents which may issue on such application) and including all reissues, continuations or extensions thereof and all rights therein provided by law, multinational treaties or conventions; and

(i) All trademarks, trade names, service marks, trade dress, logos, including those listed on Schedule I hereto and including all good will associated therewith, whether or not registered, all registrations and recordings thereof, and all applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country throughout the world or any political subdivision thereof, and including all reissues, extensions or renewals thereof, and all written agreements granting any right to use any trademark or trademark registration and all rights therein provided by multinational treaties or conventions; and

(j) All instruments, chattel paper, electronic chattel paper or letters of credit (each as defined in the UCC) evidencing, representing, arising from or existing in respect of, securing or otherwise supporting the payment of any of the Receivables, including all promissory notes held by the Debtor evidencing indebtedness owed by any Subsidiary of the Debtor or the parent of the Debtor; and

(k) All documents (as defined in the UCC) or other receipts covering, evidencing or presenting goods; and

(l) All deposit accounts (as defined in the UCC); and

(m) All letter of credit rights (as defined in the UCC); and

(n) All products and proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

The inclusion of proceeds in this Security Agreement does not authorize the Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized hereby.

SECTION 3. Security for Obligations. This Security Agreement secures, on a first and prior basis, except for Permitted Liens (a) all of the Guaranteed Obligations (as such term is defined in the Guaranty) of the Debtor under the Guaranty, and (b) performance and observance by the Debtor of all covenants and conditions contained in the Guaranty, any other Transaction Documents to which Debtor is a party and this Security Agreement and any other Loan Document to which the Debtor is a party, whether for principal, interest, fees, expenses,

indemnification or otherwise (all such indebtedness and obligations, covenants and conditions described in the foregoing being hereinafter collectively referred to as the "Secured Obligations").

SECTION 4. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein (and subject to any defenses thereto) to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Collateral Agent, the Administrative Agent, any Lender or any Noteholder shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall the Collateral Agent, the Administrative Agent, any Lender or any Noteholder be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 5. Representations and Warranties. The Debtor represents and warrants as follows:

(a) Those locations specified on Schedule I hereto or such other locations disclosed to the Collateral Agent after the date hereof constitute all of the locations at which there is located any domestic Equipment and/or Inventory of the Debtor. Except as otherwise described on Schedule I, all of such locations are owned by the Debtor. The principal place of business and chief executive office of the Debtor is located at the address specified in the introductory paragraph to the Security Agreement. Records concerning the Receivables are kept at offices located at the addresses specified in the introductory paragraph to this Security Agreement and at 12730-H Westport Road, Louisville, Kentucky 40245-1947.

(b) The Debtor owns the Collateral (excluding intellectual property, other than certain intellectual property, for which no representations are being made) free and clear of any Lien, except for Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Collateral Agent for the benefit of the Lenders and the Noteholders relating to this Security Agreement and Permitted Liens and except as shown on Schedule 5.1(b) hereto. The Debtor has no trade names except as set forth on Schedule 5.1(b) hereto.

(c) This Security Agreement has been duly executed and delivered by the Debtor. Upon the filing of financing statements in the locations requested by the Collateral Agent and the filing of this Security Agreement in the United States Patent and Trademark Office, the security interests granted herein shall constitute valid and perfected security interests in the Collateral, subject only to Permitted Liens, to the extent such security interests can be perfected by such filings pursuant to the UCC and applicable trademark and patent laws. Other than with

respect to the Titled Vehicles and other collateral whose perfection is not governed by Article 9 of the UCC, upon the filings described in the preceding sentence, all filings and other actions necessary or desirable to perfect and protect the Liens granted in this Security Agreement have been duly taken.

(d) No consent of, or notice to, any other Persons and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by the Debtor of the Lien granted hereby or for the execution, delivery or performance of this Security Agreement by the Debtor or (ii) for the perfection of the rights and remedies hereunder, other than the filing of financing statements and this Security Agreement as provided in (c) above and such consents as may be required from the United States government to the extent that any account debtor is subject to the Assignment of Claims Act.

(e) All information with respect to the Collateral and the obligors under the Receivables set forth in any Exhibit hereto, certificate or other writing at any time heretofore or hereafter furnished by the Debtor to the Collateral Agent, any Lender or any Noteholder, taken as a whole, is to the Debtor's knowledge, true, correct and complete in all material respects as of the date specified therein.

(f) The legal corporate name, the employer identification number and the jurisdiction of incorporation of the Debtor are shown on Schedule I hereto.

SECTION 6. Further Assurances. (a) The Debtor agrees that from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action (including any delivery of documents of title for the Titled Vehicles), that the Collateral Agent or the Majority Lenders (as defined in the Credit Agreement) or the Required Holder(s) (as defined in the Note Agreement) may reasonably request as being necessary or desirable, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent or any Lender or any Noteholder to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Debtor will upon such subsequent request: (i) mark conspicuously each chattel paper included in the Receivables and any Instrument related thereto and, at the request of the Collateral Agent, each of its records pertaining to the Collateral with a legend indicating that such document, Instrument or Collateral is subject to the security interest granted hereby; (ii) if any Receivable shall be evidenced by a promissory note or other Instrument, deliver and pledge to the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders such note or Instrument duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Collateral Agent; and (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices as the Collateral Agent may request in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) The Debtor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Debtor and hereby authorizes the Collateral Agent to sign electronically any financing statement on behalf of the Debtor, in each case where permitted by law. A carbon, photographic or other reproduction of this Security Agreement or any financing statement executed by the Debtor covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Debtor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent, the Majority Lenders or the Required Holder(s) may reasonably request, all in reasonable detail.

(d) The Debtor will promptly notify the Collateral Agent of any change of its name, corporate structure, federal employer identification number or the address of its principal place of business or chief executive office where its books and records are maintained.

(e) The Debtor shall keep its principal place of business and chief executive office and the office where it keeps its records concerning the Collateral, at the location or locations therefor specified in Section 5(a) or, upon 30 days' prior written notice to the Collateral Agent, at such other locations in a jurisdiction where all action required by Section 6 shall have been taken with respect to the Collateral. The Debtor will hold and preserve such records and, subject to the limitations contained in the Credit Agreement or the Note Agreement, will upon reasonable notice permit representatives of the Collateral Agent, any Lender or any Noteholder at any time during normal business hours to inspect and make abstracts from such records.

(f) Except as otherwise provided in this subsection (f), the Debtor shall continue to collect, at its own expense, all amounts due or to become due the Debtor under the Receivables. In connection with such collections, the Debtor may take (and, upon the occurrence and continuance of an Event of Default at the Collateral Agent's direction, shall take) such action as the Debtor or the Collateral Agent may deem necessary or advisable to enforce collection of the Receivables; *provided*, that the Collateral Agent for the benefit of itself, the Administrative Agent, the Lenders and the Noteholders shall have the right at any time, following and during the continuance of an Event of Default upon written notice to the Debtor of its intention to do so, to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders and, upon such notification and at the expense of the Debtor, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done. After receipt by the Debtor of the notice from the Collateral Agent referred to in the *proviso* to the preceding sentence, (i) all amounts and proceeds (including instruments) received by the Debtor in respect of the Receivables shall be received in trust for the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders

hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) released to the Debtor so long as no Default or Event of Default shall be continuing or (B) if any Default or Event of Default shall be continuing, applied as provided in Section 12 (b), and (ii) the Debtor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon, except with the prior written consent of the Collateral Agent.

(g) The Debtor shall keep the Equipment and Inventory (other than such Inventory sold in the ordinary course of business, Inventory in transit or Equipment being refurbished or repaired off-site) at the places therefor specified in Section 5(a) or, upon at least 30 days' prior written notice to the Collateral Agent, at such other places in jurisdictions where all action required by Section 6 shall have been taken with respect to such Equipment and Inventory. If any Inventory or Equipment is moved to any location not owned by the Debtor, the Debtor will enter into a letter agreement with the owner of such property recognizing the Collateral Agent as Agent for the Lender and the Noteholder, all in form and substance reasonably satisfactory to the Collateral Agent.

(h) The Debtor shall promptly furnish to the Collateral Agent a statement respecting any material loss or damage to any of the Collateral and will permit the Collateral Agent to inspect the Collateral during normal business hours upon reasonable notice, not less than two (2) Business Days, to the Debtor.

(i) The Debtor shall immediately deliver and pledge each Instrument to the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders; *provided* that so long as no Event of Default shall be continuing, the Debtor may retain for collection in the ordinary course any Instrument received by it in the ordinary course of business.

(j) At any time after July 1, 2001 and at the request of the Collateral Agent, the Debtor shall cooperate with the Collateral Agent in obtaining a control agreement in form and substances satisfactory to the Collateral Agent with respect to the Collateral consisting of deposit accounts, letter-of-credit rights and electronic chattel paper.

SECTION 7. Insurance. The Company shall, at its own expense, maintain insurance as provided in the Credit Agreement and the Note Agreement.

SECTION 8. Transfers and Other Liens. The Debtor shall not: (a) sell, assign (by agreement, operation of law or otherwise) or otherwise dispose of any of the Collateral (except in compliance with the Credit Agreement and the Note Agreement) or (b) create or suffer to exist any Lien upon or with respect to any of the Collateral, except for Permitted Liens.

SECTION 9. Collateral Agent Appointed Attorney-in-Fact. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor hereby irrevocably appoints the Collateral Agent for the benefit of the Administrative Agent, the

Lenders and the Noteholders the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, from time to time in the Collateral Agent's sole discretion, to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including:

(a) to obtain insurance required to be paid pursuant to Section 7 hereof,

(b) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(c) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above,

(d) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders with respect to any of the Collateral, and

(e) to sell, transfer, assign, or otherwise deal in or with the Collateral or the proceeds or avails thereof, as provided herein and subject to applicable law, as fully and effectually as if the Collateral Agent were the absolute owner thereof provided, that the Collateral Agent shall give the Debtor not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Debtor agrees that such notice constitutes "reasonable notification" within the meaning of §9.504(c) of the UCC.

SECTION 10. Collateral Agent May Perform. If the Debtor fails, after the occurrence of an Event of Default and during the continuance thereof, to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Debtor under Section 13.

SECTION 11. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral.

SECTION 12. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and the Collateral Agent may also (i) require the Debtor to, and the Debtor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent at a place to be designated by the Collateral Agent which is reasonably convenient to both parties and (ii), without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lenders' or Noteholders' offices or elsewhere, for cash or on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification thereof. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash received by the Collateral Agent shall be applied against the Secured Obligations. Any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 13. Indemnity and Expenses. The Debtor agrees to indemnify and shall indemnify the Collateral Agent, the Administrative Agent, each Lender and each Noteholder, and each Affiliate thereof and their respective directors, officers, employees and agents (such indemnified Persons called the "Indemnitees") from, and hold each of them harmless against, any and all losses, liabilities, claims or damages (including reasonable legal fees and expenses) to which any of them may become subject, insofar as such losses, liabilities, claims or damages arise out of or result from the Collateral, this Security Agreement or the Loan Documents (as defined in the Credit Agreement), the Note Agreement or the Transaction Documents or any investigation, litigation or other proceeding (including any threatened investigation or proceeding) relating to the foregoing, and the Debtor shall reimburse such Indemnitees, upon demand for any expenses (including legal fees) reasonably incurred in connection with any such investigation or proceeding; but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Indemnitees. **Without limiting any provision of this Security Agreement, it is the express intention of the parties hereto that each Indemnitee shall be indemnified and held harmless against all such losses, liabilities, claims or damages arising out of or resulting from the sole ordinary or contributory negligence of such Indemnitee.** Without prejudice to the survival of

any other obligations of the Debtor hereunder and under the other Loan Documents and Transaction Documents, the obligations of the Debtor under this Section 13 shall survive the termination of this Security Agreement and the other Loan Documents and Transaction Documents and the payment of the Secured Obligations or the assignment of the Notes or the Prudential Notes.

(b) The Debtor agrees to pay within ten (10) Business Days after demand, to the Collateral Agent the amount of any and all reasonable out-of-pocket expenses, including the reasonable out-of-pocket fees and disbursements of its counsel and of any experts and agents, that the Collateral Agent, the Administrative Agent, any Lender or any Noteholder may incur in connection with (i) the administration of this Security Agreement, (ii) the evaluation, appraisal, custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent for the benefit of the Administrative Agent, the Lenders or the Noteholders hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereof. The Debtor agrees to pay interest on any reasonable expenses or other sums payable to the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders hereunder that are not paid when due at a rate per annum equal to the lesser of (i) the Highest Lawful Rate and (ii) the Default Rate.

SECTION 14. Amendments. No amendment or waiver of any provision of this Security Agreement, nor consent to any departure by the Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and such Debtor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 15. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and addressed to the Debtor at the address at the beginning of this Security Agreement, to the Administrative Agent and any Lender at the address provided for such party in the Credit Agreement, to any party to the Note Agreement at the address provided for it in paragraph 11I of the Note Agreement or as to any party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms Section 11.02 of the Credit Agreement.

SECTION 16. Termination; Reinstatement. (a) The Debtor agrees that this Security Agreement and the Liens granted hereunder shall terminate when, but only when, all Secured Obligations have been fully paid and performed and the Commitments have expired or been terminated, at any time thereafter upon the Debtor's request the Collateral Agent shall promptly reassign and redeliver, including the termination of any financing statements (or cause to be reassigned and redelivered) to the Debtor, or to such Person or Persons as the Debtor shall designate in writing, against receipt, such of the Collateral (if any) as shall not have been sold or otherwise applied by the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders pursuant to the terms hereof and shall still be held by it hereunder. Any such reassignment shall be without recourse upon, or representation or warranty by, the Collateral Agent (other than that the Collateral Agent for the benefit of the Administrative Agent

and the Lenders has not sold, encumbered or otherwise transferred any interest in the Collateral except as provided in this Security Agreement) and shall be at the sole cost and expense of the Debtor.

(b) This Security Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Collateral Agent, the Administrative Agent or any other Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Collateral Agent, the Administrative Agent or such other Lender upon the filing of any bankruptcy proceeding by or of the Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

SECTION 17. Waiver of Marshalling. All rights of marshalling of assets of the Debtor, including any such right with respect to the Collateral, are hereby waived by the Debtor.

SECTION 18. Limitation by Law. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 19. Separability. Should any clause, sentence, paragraph, subsection or Section of this Security Agreement be judicially declared to be invalid, unenforceable or void, such declaration will not have the effect of invalidating or voiding the remainder of this Security Agreement, and the parties hereto agree that the part or parts of this Security Agreement so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom by the parties hereto, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

SECTION 20. No Waiver; Remedies. No failure on the part of the Collateral Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 21. Partial Release of Security Interest. Upon the request of the Debtor in connection with any sale, transfer or other disposition of property or assets permitted hereunder or under the Credit Agreement and the Note Agreement, so long as no Default or Event of Default has occurred and is continuing, the Collateral Agent shall execute and deliver to the Debtor duly executed releases or partial releases, as applicable, of any security interest it may have in such property or assets, in form and substance reasonably satisfactory to the Collateral Agent and the Debtor.

SECTION 22. Continuing Security Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full of the Secured Obligations, (b) be binding upon the Debtor, its successors and assigns and (c) inure to the benefit of the Collateral Agent for the benefit of the Administrative Agent, the Lenders and the Noteholders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or a portion of its interests, rights and obligations under the notes held by it pursuant to the Credit Agreement and any Noteholder may assign or otherwise transfer all or a portion of its interests, rights and obligations under the Prudential Notes held by it pursuant to the Note Agreement as the case may be. Upon the payment in full of the Secured Obligations, the Lien granted hereby shall terminate and all rights to the Collateral shall revert to the Debtor. Upon payment in full of the Secured Obligations, the Collateral Agent will, at the Debtor's expense, promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

SECTION 23. Survival of Representations and Warranties. All representations and warranties contained in this Security Agreement or made in writing by or on behalf of the Debtor in connection herewith are true and correct in all material respects when made or deemed made and shall survive the execution and delivery of this Security Agreement until repayment of the Secured Obligations. Any investigation by the Collateral Agent, any Lender or any Noteholder shall not diminish in any respect whatsoever its rights to rely on such representations and warranties.

SECTION 24. Governing Law. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

SECTION 25. Interpretation.

(a) In this Security Agreement, unless a clear contrary intention appears:

(i) the singular number includes the plural number and *vice versa*;

(ii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Security Agreement as a whole and not to any particular Article, Section or other subdivision;

(iii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Security Agreement, and reference to a Person in a particular capacity excludes such

Person in any other capacity or individually, *provided* that nothing in this clause (iii) is intended to authorize any assignment not otherwise permitted by this Security Agreement;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and reference to any Note or Prudential Note includes any Note or Prudential Note issued in extension or renewal thereof and in substitution or replacement therefor;

(v) unless the context indicates otherwise, reference to any Article, Section, Schedule or Exhibit means such Article or Section hereof or such Schedule or Exhibit hereto;

(vi) the words "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term;

(vii) with respect to the determination of any period of time, the word "from" means "from and including" and the word "to" means "to but excluding;" and

(viii) reference to any law means such as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

(b) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

(c) No provision of this Security Agreement shall be interpreted or construed against any Person solely because that Person or its legal representative drafted such provision.

SECTION 26. Submission to Jurisdiction. (a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS, IN HARRIS COUNTY OR THE UNITED STATES FOR THE SOUTHERN DISTRICT OF TEXAS AND, BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT. THE DEBTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING. THE DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT ITS ADDRESS PROVIDED IN SECTION 15, SUCH SERVICE TO BECOME EFFECTIVE FORTY-FIVE (45) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE COLLATERAL AGENT, ANY LENDER OR ANY NOTEHOLDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY

LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST SUCH DEBTOR IN ANY OTHER JURISDICTION.

(b) THE DEBTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS SECURITY AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

SECTION 27. Waiver of Jury Trial. EACH OF THE DEBTOR AND EACH OF THE ADMINISTRATIVE AGENT AND THE LENDERS BY ACCEPTING THIS SECURITY AGREEMENT HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS SECURITY AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING FROM OR RELATING TO ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS SECURITY AGREEMENT, AND EACH AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

SECTION 28. Final Agreement of the Parties. THIS SECURITY AGREEMENT (INCLUDING THE SCHEDULES HERETO), THE NOTES, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A LOAN AGREEMENT AS DEFINED IN SECTION 26.02(A) OF THE TEXAS BUSINESS AND COMMERCE CODE, AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page is Blank]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its officer duly authorized as of the date first above written.

Debtor

THE BUN BASKET, INC.

By: _____

David L. Beré

President and Chief Executive Officer

SCHEDULE I

Locations of Inventory and Equipment:

1. 1525 and 1529 Langley, S.E.
Grand Rapids, Michigan
2. 3446 Plainfield Avenue, N.E.
Grand Rapids, Michigan
3. 1840 Breton, S.E.
Grand Rapids, Michigan
4. 1661 28th Street, S.W.
Wyoming, Michigan

Intellectual Property:

- a. Federal Trademark Registration No. 1,313,684 for The Bun Basket registered January 8, 1985
- b. Michigan Service Marks and renewals:
 - (1) "The Bun Basket" & design, trademark No. M26-004, registered December 16, 1982 for a ten year term; renewed for a successive term of ten years expiring on December 16, 2002
 - (2) "Tailgater", servicemark No. M74-063, registered May 4, 1988 for a ten year term; renewed for a successive term of ten years expiring on May 4, 2008
- c. The names Bun Basket, Inc. and The Bun Basket

Debtor's Legal Corporate Name:

The Bun Basket, Inc.

Debtor's Federal Employer Identification Number:

38-2368208

Jurisdiction of Incorporation of the Debtor:

Michigan

529378-4

ANDREWS & KURTH L.L.P.

ATTORNEYS

HOUSTON
WASHINGTON, D.C.
DALLAS
LOS ANGELES
NEW YORK
THE WOODLANDS
LONDON

600 TRAVIS, SUITE 4200
HOUSTON, TEXAS 77002

TELEPHONE: 713 220.4200
FACSIMILE: 713.220.4285

PATRICIA M. WAGNER
(713) 220-4151

March 28, 2000

By Certified Mail
RRR# P478 151 884

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: *Recordation of Trademarks*

Ladies and Gentlemen:


I have enclosed the following item to be recorded:

Trademarks Only - Recordation Form with Security Agreement attached for The Bun Basket, accompanied by our firm's check in the amount of \$40.00 to cover the cost of one Trademark filing.

Please return the recorded copy to the undersigned at the address indicated above. A self-addressed, stamped envelope has been provided.

If you have any questions, please telephone me at (713) 220-4151.

Sincerely,



Patricia M. Wagner
Legal Assistant

Enclosures

HOU:534105.1

RECORDED: 03/31/2000

TRADEMARK
REEL: 002059 FRAME: 0939