

01-30-2001



COVER SHEET ONLY

To the Honorable Commissioner of

101598682

original documents or copy thereof.

1. Name of conveying party(ies):

MK Acquisition Corp.

- Individual Association
- General Partnership Limited Partnership
- Corporation - State: Delaware
- Other: _____

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

3. Nature of conveyance:

1-25-01

- Assignment Merger
- Security Agreement (amended) Change of Name
- Other _____

Execution Date: May 30, 1997

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

Name: UBS AG (Union Bank of Switzerland acting through its New York Branch)

Internal Address: _____

Street Address: 299 Park Avenue

City: NY State: NY Zip: 10071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation - State: Switzerland
 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
Attachment A

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHMENT A

Additional numbers attached? Yes No

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N.W. Suite 800 East

City: Washington, DC State: _____ Zip: 20005

6. Total number of applications and registration involved:

..... []

7. Total Fee (37 CFR 3.41) \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1945 (additional fees may also be deducted)

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.

Catherine R. Howell
Name of Person Signing

Catherine R. Howell
Signature

1/25/2001
Date

Total number of pages including cover sheet, attachments and document: **[5]**

MHODMA.Wash;7051590;2

01/29/2001 AAHMED1 00000331 181945 1553998

01 FC:481 40.00 CH
02 FC:482 175.00 CH

TRADEMARK
REEL: 002223 FRAME: 0752

Attachment A

Nicolosi's Mother's Kitchen: Registration Number 1,553,998

CHEE Z CAKE and Design: Registration Number 0,824241

CREATIVE BAKING: Registration Number 0,894266

CREATIVE BAKING: Registration Number 0,824241

CREATIVE BAKING: Registration Number 1,669,631

BABY WATSON: 2,036,793

BABY LOGO DESIGN: 1,119,422

BABY WATSON: 2,036,793

BABY DESIGN: 1,119,758

BABY CAKES: 2,297,202

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 30, 1997, is by MK Acquisition Corp., a Delaware corporation (the "Borrower"), in favor of Union Bank of Switzerland, acting through its New York Branch, as agent (the "Agent") for its benefit and the benefit of the Lenders (as defined in the Loan and Security Agreement referred to below)

WITNESSETH:

WHEREAS, the Borrower, the Agent and the Lenders have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement", the terms defined herein and not otherwise defined herein being used herein as therein defined);

WHEREAS, as a condition to the Lenders making the credit facilities available to the Borrower under the Loan Agreement, the Lenders have required the execution and delivery of this Trademark Security Agreement by the Borrower;

NOW, THEREFORE, in consideration of the premises set forth in the Loan Agreement and in order to induce the Lenders to make available the credit facilities thereunder, the Borrower hereby agrees with the Agent for the benefit of the Agent and the benefit of the Lenders as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby assigns to the Agent for its benefit and the benefit of the Lenders, and grants to the Agent for its benefit and the benefit of the Lenders, a continuing security interest in the Borrower's right, title and interest in and to the following, whether now or hereafter existing or acquired (collectively, the "Trademark Collateral"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations and applications for registrations which have heretofore been or may hereafter be issued or filed thereon throughout the world (including without limitation those listed on Schedule I hereto), all renewals of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all rights corresponding thereto throughout the world in and to all of the foregoing.

SECTION 2. Loan Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Agent on its behalf and on behalf of each Lender 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 Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon the later of payment in full and termination of the Obligations and the Termination Date, the Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and 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.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

MK ACQUISITION CORP.

By 
Name: David R. Wilson
Title: Treasurer and Chief Financial Advisor

STATE OF NY)
COUNTY OF NY) :SS:

On this 30 day of May, 1997, personally appeared David R. Wilson, to me known to be a Treasurer of MX Acquisition Corp., the Borrower above named, and acknowledged that he/she executed the foregoing Trademark Security Agreement on behalf of said Borrower and pursuant to authority duly received.

Francine Kittle
Notary Public

FRANCINE KITTLE
Notary Public, State of New York
My Commission Expires
3/30/98