

05-29-2002



RECOR

102105062

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

1. Name of conveying party(ies):  
Buns Master Bakery Systems Corp.

Individual(s)                       Association  
 General Partnership               Partnership  
 Corporation - Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  
 yes                       no

2. Name and address of receiving party(ies)?  
The Bank of Nova Scotia  
Scotia Tower, 44 King Street West  
Toronto, Ontario CANADA M5H 1H1

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other - Canadian chartered bank

Additional name(s) & address(es) attached?  
 yes                       no

Appointment of Domestic Representative attached?  
 yes                       no

3. Nature of Conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: April 24, 2002

4. Application number(s) or registration number(s): 2

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,270,145
	1,270,366
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

SUGHRUE MION, PLLC  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3213

6. Total number of applications and registration involved:  
2

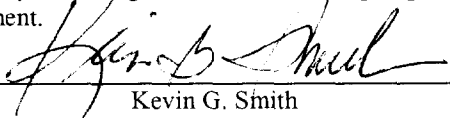
7. Total Fee (37 CFR 3.41):              \$ 65.00  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.  
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880  
(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

  
 \_\_\_\_\_  
 Kevin G. Smith

May 23, 2002  
 \_\_\_\_\_  
 Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

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

Do not detach this portion

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

05/29/2002 LMUELLER 00000166 194880 1270145 Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Matter of:

Recordation of Security Interest in U.S. Trademarks

U.S. Reg. No.: 1,270,145  
Mark: BUNS MASTER  
Registration Date: March 13, 1984

U.S. Reg. No.: 1,270,366  
Mark: BUNS MASTER BAKERY & Design  
Registration Date: March 13, 1984

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

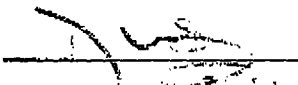
APPOINTMENT OF DOMESTIC REPRESENTATIVE

S I R:

SUGHRUE MION, PLLC, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C. 20037, United States of America, is hereby designated to represent the holder of a security interest in the trademarks referenced herein, namely, THE BANK OF NOVA SCOTIA, a Canadian chartered bank whose address is 44 King Street West, Toronto, Ontario CANADA M5H 1H1, and upon whom notice or process in proceedings affecting the marks may be served.

THE BANK OF NOVA SCOTIA

Date: May 17, 2002

By: 

Name: Neil L. Stride

Title: Director

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2002, (as amended, restated, replaced, modified or supplemented from time to time, this "**Agreement**") between Buns Master Bakery Systems Corp. (the "**Grantor**") a Delaware corporation having its principal place of business at 2 East Beaver Creek, Building 1, Richmond Hill, Ontario L4B 2N3 and The Bank of Nova Scotia (the "**Lender**"), whose address is Scotia Tower, 44 King Street West, Toronto, Ontario M5H 1H1, is entered into pursuant to the Credit Agreement as hereafter defined.

### WITNESSETH:

**WHEREAS** pursuant to an amended and restated credit agreement dated as of even date herewith (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "**Credit Agreement**"), among the Lender, Country Style Food Services Inc. (the "**Borrower**") as borrower, and certain other parties, including the Grantor, as guarantors, the Lender has agreed to grant Accommodation to the Borrower and its successors by amalgamation or otherwise;

**AND WHEREAS**, in connection with the credit facilities now governed by the Credit Agreement, the Grantor has previously executed and delivered a general security agreement, (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "**Security Agreement**");

**AND WHEREAS** as a condition precedent to the granting of Accommodation under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations; and

**AND WHEREAS** the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lender to grant Accommodation pursuant to the Credit Agreement, the Grantor agrees as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, the Grantor hereby mortgages, pledges, hypothecates to the Lender, and grants to the Lender a general and continuing security interest in all of its right, title and interest in and to the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Schedule “A” attached hereto and all reissues, extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a), including any license of Trademark;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the Canadian Trademark Office and the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Power of Attorney.** The Grantor hereby constitutes and appoints the Lender and any officer or agent of the Lender in accordance with the *Powers of Attorney Act* (Ontario), with full power of substitution from time to time, as the Grantor’s true and lawful attorney-in-fact, with full power and authority in the name and on behalf of the Grantor to take any appropriate action and to execute such assignments, transfers, registrations, agreements, licences, assurances, documents and instruments which the Grantor ought to execute and do, and has not taken or executed or done, under the covenants and provisions contained in this Agreement, the Security Agreement, or the Credit Agreement and generally to use the name of the Grantor in the exercise of all or any of the powers hereby conferred on the Lender and the Grantor declares this to be a

general power of attorney in the widest respect. This power of attorney shall be coupled with an interest and shall not be revoked or terminated by any act or instrument other than the termination of this Agreement in accordance with Section 5.

**SECTION 5. Release of Security Interest.** Upon payment in full of all Obligations and the termination of all commitments to the Borrower under the Credit Agreement, this Agreement shall be terminated and the Lender shall, at the expense of the Grantor, execute and deliver to the Grantor 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 6. Acknowledgment.** The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the 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.

**SECTION 7. Further Assurances.** The Grantor shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be necessary from time to time to give full force and effect to the intent of this Agreement; including, without limitation, the delivery of any additional security documents to further or better provide for a security interest in favour of the Lender in the Intellectual Property Collateral.

**SECTION 8. Successors and Assigns.** This Agreement shall extend and enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Grantor and its successors. Subject to the Credit Agreement, the Lender may from time to time assign or transfer all or any of the Obligations or any interest therein and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, any such Obligation or part thereof so transferred or assigned shall be and shall remain an "Obligation" for the purposes of this Agreement and any immediate and successive assignee or transferee of any Obligation or any interest therein shall, to the extent of the interest so assigned or transferred, be entitled to the benefit of, and the right to enforce, this Agreement to the same extent as if such person were the Lender. The obligations of the Grantor hereunder shall not be assigned or delegated.

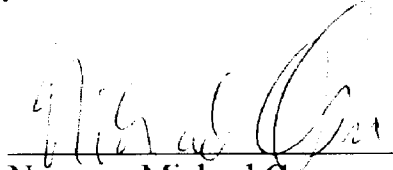
**SECTION 9. Loan Document etc.** This Agreement is a document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

**SECTION 10. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**SECTION 11. Governing Law.** This agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**IN WITNESS WHEREOF** each of the parties hereto 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.

**BUNS MASTER BAKERY SYSTEMS  
CORP.**

Per:   
Name: Michael Cascone  
Title: Secretary

**THE BANK OF NOVA SCOTIA**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:


::ODMA\PCDOCS\BUSINESS\_LAW\911175\1

**IN WITNESS WHEREOF** each of the parties hereto 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.

**BUNS MASTER BAKERY SYSTEMS  
CORP.**

Per: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NOVA SCOTIA**

Per:  \_\_\_\_\_  
Name: N.L. Stude  
Title: Director

# SCHEDULE "A"

## TRADEMARKS

COUNTRY	NO.	TRADE MARK	REGISTRANT	EXPIRY DATE
United States	1,270,145 Serial No. 382 826	Buns Master (Classes 30 & 42)	Buns Master Bakery Systems Corp. (a Delaware Corp.)	Registered: 13.Mar.84 Expires: 13.Mar.04
	1,270,366 Serial No. 382,827	Buns Master Bakery & Design (Class 42)	Buns Master Bakery Systems Corp. (a Delaware Corp.)	Registered: 13.Mar.84 Expires: 13.Mar.04