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RE



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U.S. DEPARTMENT OF COMMERCE U.S. 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):

Harlan Bakeries, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address:

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association National Banking Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,152,839 and 1,712,003

Additional number(s) attached Yes No

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

Name: Benjamin A. Pecar

Internal Address: Leagre Chandler & Millard LLP

Street Address: 135 N. Pennsylvania Street Suite 1400

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

06/12/2002 LABELLER 00000010 2152839 01 FC: 481 40.00 OP 02 FC: 482 25.00 OP Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002523 FRAME: 0271

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Security Agreement**”), is made as of the 15th day of March, 2002, by HARLAN BAKERIES, INC., an Indiana corporation with Taxpayer I.D. No. 35-1814689 (“**Borrower**”), having its chief executive offices at 7597 East U.S. Highway 36, Avon, Indiana 46123, in favor of LASALLE BANK NATIONAL ASSOCIATION (f/k/a LaSalle National Bank), a national banking association, as agent for the Banks party to the Second Amended, Restated and Consolidated Credit Agreement, dated November 1, 2000, as amended (the “**Banks**”), with a notice address of 135 South LaSalle Street, Chicago, Illinois 60603 (the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to a certain First Amended, Restated and Consolidated General Security Agreement, dated as of September 10, 2001 (as amended, the “**Agreement**”), Banks have agreed to make certain loans to Borrower which loans are secured by a security interest granted by Borrower to Banks in all of Borrower’s assets including the Trademark Collateral, as described below; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Banks a continuing security interest in the “**Trademark Collateral**” listed on Schedule 1 hereto, to secure payment, performance and observance of the Obligations; and Borrower further agrees as follows:

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the Agreement.
2. Purpose. This Security Agreement has been executed and delivered by Borrower to Banks for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.
3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to Banks under the Agreement. The Agreement and all rights and remedies of Banks thereunder shall remain in full force and effect in accordance with its terms. This Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the Agreement to the same extent and effect as if fully set forth herein, and the Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the Agreement and this Security Agreement, the Agreement shall control.
4. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

HARLAN BAKERIES, INC.,
an Indiana corporation

By: Hugh P. Harlan

Its: President

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared
Hugh P. Harlan, known to me to be the President of HARLAN
BAKERIES, INC., and acknowledged the execution of the foregoing for and on behalf of said
corporation.

Witness my hand and Notarial Seal, this 15th day of March, 2002.

Julee R. Witty
Notary Public - Signature

Julee R. Witty
Notary Public - Printed

My Commission Expires:
05/05/2010

My County of Residence:
Hendricks

ACCEPTED:

LASALLE BANK NATIONAL ASSOCIATION, as Agent
a national banking association

By: *Matthew Doye*

Its: Commercial Loan Officer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared *MATTHEW DOYE*, known to me to be Commercial Banking Officer of LASALLE BANK NATIONAL ASSOCIATION, and acknowledged the execution of the foregoing for and on behalf of said bank.

Witness my hand and Notarial Seal, this ____ day of March, 2002.

Peggy A. Hauste
Notary Public - Signature

PEGGY A. HAUSTEIN, Notary Public
Resident of Johnson County
Notary Public Commission Expires 1-28-08

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Application or Registration No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application or Registration Date</u>
2,152,839	Harlan Giant Gourmet Bagels	USA	April 21, 1998
1,712,003	Harlan Bigger Better Bagels	USA	September 1, 1992

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