Form 1-31	PTO-1594 -92	F				U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
····	To the Honorable Commiss	in and Determine and a	10235	699	95	l documents or constitution
1.	Name of conveying party(ies):		riauemarks.	1 10000	lame and address of receiv	al documents or copy thereof.
''	Flowers Snack of Cleveland, TN.,	LLC 1-31	<b>U3</b>	١		st Company Americas( f/k/a Bankers
	<ul><li>☐ Individuals</li><li>☐ General Partnership</li></ul>	☐ Association☐ Limited Par	I .	1	nternal Address:	
	☐ Corporation ☐ Other – Tennessee Limit ed L	iability Company			Street Address: 31 West 5 City: New York State	<del></del>
Additional name(s) of conveying party(ies) attached?   Yes x No				ndividual(s) citizenship		
3.	Nature of conveyance:  Assignment	☐ Merger			Association General Partnership	
	x Security Interest  Other	☐ Change of	Name		Other Collateral Agent	of
	cution Date: December 30, 200			Trada	mark Registration No.(s)	
4. A.	Application number(s) or registrat Trademark Application No.(s)	ion number(s):		Trade	1584942 80	8622 SECTION TO SECTIO
		Additiona	ا I numbers att	tached	? □ Yes x No	<u> </u>
5.	<ol> <li>Name and address of party to whom correspondence concerning document should be mailed: Name: Helen Bruno, Senior Legal Assistant</li> </ol>				Fotal number of application nvolved	
	Internal Address: White & Case	<u>LLP</u>		[	Fotal fee (37 CFR 3.41): . ☐ Enclosed ← Authorized to be charged	
Street Address: 1155 Avenue of the Americas				8. [	Deposit account number:	
City: New York State: New York ZIP: 10036				-	23-1705 Attach duplicate copy of the	nis page if paying by deposit account)
		D	O NOT USE	ETHIS	SPACE	
9.	Statement and signature.  To the best of my knowledge and document.	d belief, the foregoing	information is	s true	and correct and any attach	ed copy is a true copy of the original
	Helen Bruno		į.	H	4 James	January 31, 2003
	Name of Person Sig	ning			Signature	Date s comprising cover sheet:
C	MB No. 0651-0011 (exp. 4/94)					
			Do not detac	ch this	portion	
N	Aail documents to be recorded Commissioner Box Assignme Washington, I	of Patents and Tracents	r sheet infor		-	
ii s F C	Public burden reporting for this neluding time for reviewing the heet. Send comments regarding K2-1000C, Washington, D.C. 2050 DOLD, Washington, D.C. 2050 DOLD ECOUPER 00000251 231765	s sample cover she ne document and g ng this burden estim . 20231, and to th	pathering the nate to the l	e data U.S. F	a needed, and completi Patent and Trademark O	nutes per document to be recordeding and reviewing the sample covered ffice, Office of Information Systems Paperwork Reduction Project (0651)
L FC:8	521 40.00 CH	1				

TRADEMARK REEL: 002664 FRAME: 0647

## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Flowers Snack of Cleveland, TN., LLC, a Tennessee limited liability company (the "Grantor") with principal offices at 1919 Flowers Circle, Thomasville, GA 31757, hereby assigns and grants to DEUTSCHE BANK TRUST COMPANY AMERICAS (f/k/a BANKERS TRUST COMPANY), as Collateral Agent, with principal offices at 31 West 52<sup>nd</sup> Street, Mail Stop NYC01-0705, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses 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 GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 26, 2001 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

TRADEMARK
REEL: 002664 FRAME: 0648

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 36 day of December, 2002.

FLOWERS SNACK OF CLEVELAND, TN., LLC, Grantor

Jame: StephenRA

Title: Vice Pres.

DEUTSCHE BANK TRUST COMPANY AMERICAS (f/k/a BANKERS TRUST COMPANY), as Collateral Agent, Grantee

By\_\_\_\_\_Name:

Title:

IN WITNESS WHEREOF, he_15 day of December, 2002.	EOF, the undersigned have executed this Agreement as of			
he 15 day of December, 2002. Sanuary, 2003.	FLOWERS SNACK OF CLEVELAND, TN., LLC, Grantor			
	By Name: Title:			
	DEUTSCHE BANK TRUST COMPANY AMERICAS (f/k/a BANKERS TRUST COMPANY), as Collateral Agent, Grantee			

Title:

STATE OF Georgia )
COUNTY OF (nomes)

SS.: 259860954

On this 20 day of December, 2002, before me personally came Stephen & Avera who, being by me duly sworn, did state as follows: that he is Vice President of FLOWERS SNACK OF CLEVELAND, TN., LLC, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the

Board of Directors of said corporation.

Notary Public

NEWYORK 982831 v1 (2K)

(ii)

(i)

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

On this day of December, 2002, before me personally came Scottye D. Lindsey who, being by me duly sworn, did state as follows: that he is a Vice President of Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

## Flowers Snack of Cleveland, TN., LLC

TRADEMARK	Registration Number	Registration Date
BUDDY BARS	1,584,942	2/27/90
Design Only (Chef)	1,453,391	8/18/87
BISHOP'S	1,406,968	8/26/86
UKANEATA	808,622	5/17/66
BISHOP'S	801,456	1/4/66

1982831 vl (2K) (iii)

TRADEMARK
RECORDED: 01/31/2003 REEL: 002664 FRAME: 0653