


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	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): <u>Superior Bakery, Inc. et al</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>Delaware corporation</u>  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Cambridge Savings Bank</u> Internal Address: <u>Att: William F. McSweeney, Jr.</u>  Street Address: <u>1374 Massachusetts Avenue</u> City: <u>Cambridge</u> State: <u>MA</u> Zip: <u>02138-3822</u>  <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Massachusetts savings bank</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>08/18/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75803209</u> _____ B. Trademark Registration No.(s) <u>2290177</u> <u>2345671</u> _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Miriam J. Rovner</u> Internal Address: _____ _____ <u>Goodwin Procter LLP</u> _____ Street Address: <u>Exchange Place</u> <u>53 State Street</u> _____ City: <u>Boston</u> State: <u>MA</u> Zip: <u>02109</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">3</span>  7. Total fee (37 CFR 3.41).....\$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>071700</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature.  <u>Robert M. O'Connell, Jr.</u>  <u>29 August 2003</u> Name of Person Signing                      Signature                      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">28</span>		

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

**TRADEMARK RECORDATION COVER SHEET**  
**Continued**

Additional Names of conveying parties:

1. Superior Cake Products, Inc.  
Corporation – Delaware
2. Bread Company, Inc.  
Corporation – Delaware
3. NEBC Management, Inc.  
Corporation – Delaware

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of August 18, 2003 made between NEBC, LLC, a Delaware limited liability company ("NEBC"), Superior Bakery, Inc., a Delaware corporation, Superior Cake Products, Inc., a Delaware corporation, Bread Company, Inc. a Delaware corporation and NEBC Management, Inc., a Delaware corporation (together with NEBC, each individually, a "Grantor" and collectively the "Grantors") for the benefit of Cambridge Savings Bank, as lender (the "Lender") for itself and the other lenders which are, or may in the future become party to the Loan Agreement (as defined below) (the "Grantees"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, the NEBC, as borrower and borrowing agent, and the other Grantors, as borrowers, have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of August 18, 2003 (as amended, modified or supplemented from time to time, the "Loan Agreement") with the Lender, as lender, pursuant to which the Lender has agreed to make Advances to the Grantors, upon the terms and subject to the conditions contained therein; and

WHEREAS, in connection with the granting of the credits under the Loan Agreement and as security for all of the Secured Obligations (as hereinafter defined), the Lender is requiring the Grantors to execute and deliver this Intellectual Property Security Agreement and grant the security interest contemplated hereby.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security. The Grantors hereby grant and pledge to the Grantee for its benefit a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantors, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (the "Copyrights");

(d) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (the "Trade Secrets");

(e) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or Trade Secrets, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, now or hereafter owned by the Grantors and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(f) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Trade Secrets and including without limitation, any claims by any Borrower (as defined in the Loan Agreement) against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

Section 2. Security for Obligations. This Agreement secures the payment of all Obligations of the Borrowers to the Lender (as defined with the Loan Agreement, now or hereafter existing under the Loan Agreement and all other obligations under any document or agreement executed in connection therewith, whether for principal, interest, fees, expenses or otherwise (the "Secured Obligations").

Section 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which they are a party to the extent set forth therein to perform all of their duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Grantee of any of the rights or remedies hereunder shall not release the Grantors from any of their duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Grantee shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Grantee be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties. The Grantors represent and warrant as follows:

(a) the Grantors are the legal and beneficial owners of the Intellectual Property Collateral pledged by such Grantors free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Grantors or any of their Subsidiaries or any trade name of the Grantors or any of their Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Grantee or as provided under the Documents, as such term is defined in the Loan Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Grantors. Set forth in Schedule II is a complete and accurate list of all registered trademarks, service marks, trade names and trade dress, all trademark and service mark registrations and all trademark and service mark applications owned by the Grantors. Set forth in Schedule III is a complete and accurate list of all registered copyrights and copyrightable works of authorship owned by the Grantors. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Grantors are (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Grantors have made all necessary filings and recordations to protect and

maintain their interests in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, and Licenses set forth in Schedules I, II, and IV hereto. With respect to the Trade Secrets, the Grantors have taken all steps reasonably necessary to maintain the secrecy of such trade secrets.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of the Grantors set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of the Grantors identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, is valid and enforceable. The Grantors are not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) The Grantors have not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantors have not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) The Grantors have used reasonable efforts to use proper statutory notice in connection with their use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Grantee a valid and, when filed, perfected first and only priority security interest in the Intellectual Property Collateral of the Grantors, securing the payment of the Secured Obligations except as provided under the Loan Agreement.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantors of the security interest granted hereby, for the pledge by the Grantors of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantors, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Grantors set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Grantee of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) To the Grantor's knowledge, there are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantors of any Intellectual Property Collateral does or may violate the rights of any Person. There is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) The Grantors have taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and have taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 5. Further Assurances.

(a) The Grantors agree that from time to time, at the expense of the Grantors, the Grantors shall promptly execute and deliver all further instruments and documents, and take all further action, that the Grantee reasonably believes may be necessary or desirable, or that the Grantee may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Grantee to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantors will, upon the reasonable request of the Grantee, with respect to the Intellectual Property Collateral owned by such Grantors, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Grantee may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantors hereby authorizes the Grantee to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantors where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantors will furnish to the Grantee from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Grantee may reasonably request, all in reasonable detail.

(d) The Grantors agree that, should they obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License, which is

not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship or License will automatically become part of the Intellectual Property Collateral. With respect to any copyright or work of authorship which is not now owned by Grantors, but in which Grantors obtain an ownership interest, or is created by or for the Grantors, Grantors shall, if necessary or desirable based upon the Grantors' reasonable business judgment immediately register such copyright with the United States Copyright Office, along with such documentation necessary to evidence Grantee's security interest in such copyright. The Grantors further agree that they shall deliver to the Grantee a written report, in reasonable detail, upon Grantee's request but not more than annually, setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of License that such Grantors have filed, acquired, created or otherwise obtained in the preceding six month reporting period. The Grantor's authorizes the Grantee to modify this Agreement by amending Schedules I, II, III, and IV hereto (and shall cooperate with the Grantee in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or work of authorship set forth in Schedule I, II or III hereto, the Grantors agree to take all necessary or desirable steps based upon the Grantors' reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantors agree to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, or work of authorship to which they now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantors. The Grantors shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright or trade secret now or hereafter included in the Intellectual Property Collateral except in the exercise of the Grantors reasonable business judgment.



(f) The Grantors agree to notify the Grantee promptly and in writing if they learn (i) that any material item of the Intellectual Property Collateral has been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a trade secret, has been publicly disclosed so that it would no longer be deemed to be a trade secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination with respect to the validity or enforceability of any material item of the Intellectual Property Collateral with respect to the validity or enforceability of any item of the Intellectual Property Collateral.

(g) In the event that the Grantors make a determination in their reasonable business judgment that any Intellectual Property Collateral has been infringed or misappropriated by a third party, the Grantors shall promptly notify the Grantee and will take such actions as the Grantors deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantors.

(h) The Grantors shall continue to use proper statutory notice in connection with their use of each of their patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) The Grantors shall take all steps which they deem appropriate under the circumstances to preserve and protect their Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. The Grantors agree that they shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to, any Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Grantee, or (ii) create or suffer to exist any lien upon or with respect to any Intellectual Property Collateral except for the pledge and security interest created by this Agreement.

Section 7. The Grantee Appointed Attorney-in-Fact. The Grantors hereby irrevocably appoint the Grantee as their attorney-in-fact, with full authority in the place and stead of such Grantors and in the name of such Grantors or otherwise, upon the occurrence and during the continuance of an Event of Default and upon ten (10) days' prior notice to such Grantors to take any action and to execute any instrument that the Grantee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give a quittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

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

(c) to file any claims or take any action or institute any proceedings that the Grantee may deem necessary or desirable to enforce the rights of the Grantee with respect to any of the Intellectual Property Collateral.

Section 8. The Grantee May Perform. If the Grantors fail to perform any agreement contained herein, the Grantee may itself, upon ten (10) days' prior notice to said Grantors, perform, or cause performance of, such agreement, and the reasonable expenses of the Grantee incurred in connection therewith shall be borne by said Grantors.

Section 9. The Grantee's Duties. The powers conferred on the Grantee hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Grantee shall have no duty as to any Intellectual Property Collateral, whether or not the Grantee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Grantee shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Grantee accords its own property.

Section 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Grantee may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any Other Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the Commonwealth of Massachusetts at such time (the "Massachusetts Uniform Commercial Code") (whether or not the Massachusetts Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may, in accordance with applicable law, (i) require the Grantors to, and the Grantors hereby agree that they will at their expense and upon request of the Grantee forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Grantee and make them available to the Grantee at a place and time to be designated by the Grantee; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Grantee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Grantee may deem commercially reasonable; and (iii) subject to the rights of third parties, occupy any premises owned or leased by the Grantors where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Grantors in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will

be included, and the Grantors will supply to the Grantee or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantors' customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Grantors agree that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Grantors of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Grantee shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Grantee 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 except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Grantee in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Grantee, be held by the Grantee as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Grantee pursuant to Section 11(b)), in whole or in part, by the Grantee, for its benefit against all or any part of the Secured Obligations in such order as the Loan Agreement may require and otherwise as Grantee may elect. Any surplus of such cash or cash proceeds held by the Grantee and remaining after payment in full of all of the Secured Obligations shall be paid over to the Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Grantee may exercise any and all rights and remedies of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by the Grantors in respect of any sale, lease, transfer or other disposition of Intellectual Property Collateral (except as permitted under the Loan Agreement) shall be received in trust for the benefit of the Grantee, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Grantee in the same form as so received (with any necessary or desirable endorsement or assignment).

#### Section 11. Indemnity and Expenses.

(a) The Grantors hereby agree to indemnify the Grantee from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Grantee's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantors will, upon demand, pay to the Grantee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and Grantee, that the Grantee may incur in connection with (i) the

administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Grantee hereunder or (iv) the failure by the Grantors to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of the Grantors under this Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Grantors to enforce this Agreement, irrespective of whether any action is brought against the Grantors or whether the Grantors are joined in any such action or actions. All rights of the Grantee and the pledge and security interest created hereunder, and all obligations of the Grantors hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Other Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Other Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrowers or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of the Borrower, or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower, the Grantors, or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantors or a third party grantor of a security interest.

Section 13. Amendments, Waivers, Supplements, Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee and the Grantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Grantee 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 such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantors" and shall be and become one of the Grantors, and each reference in this Agreement to "Grantors" shall also mean and be a reference to such Additional Grantors and each reference in any Other Document to a "Grantors" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Grantee may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing in the manner provided in the Loan Agreement.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon the Grantors, their successors and assigns.

Section 16. Release and Termination. Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Agreement, the Grantee will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Event of Default shall have occurred and be continuing or result therefrom; (ii) the Grantors shall have delivered to the Grantee, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Grantee and a certification by the Grantors to the effect that the transaction is in compliance with the Documents and as to such other matters as the Grantee may request; and (iii) the proceeds of any such sale, lease, transfer or other disposition is applied in accordance with the Loan Agreement. Upon payment in full in cash of all of the Secured Obligations, this Agreement shall be immediately terminated without further action by any Person and Grantee will, at Grantors' expense, execute and deliver to Grantors such documents as the Grantors shall reasonably request to evidence the release of the Intellectual Property Collateral from such security interest, including UCC termination statements and filing a Notice of Termination at the United States Patent and Trademark Office.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Massachusetts. Unless otherwise defined herein, terms used in Article 9 of the Massachusetts Uniform Commercial Code are used herein as therein defined.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

NEBC, LLC, as Grantor

By: [Signature]  
Name: Kevin M. McCafferty  
Title: President and Chairman

SUPERIOR BAKERY, INC., as Grantor

By: [Signature]  
Name: Kevin M. McCafferty  
Title: President and CEO

SUPERIOR CAKE PRODUCTS, INC., as Grantor

By: [Signature]  
Name: Kevin M. McCafferty  
Title: President and CEO

BREAD COMPANY, INC., as Grantor

By: [Signature]  
Name: Kevin M. McCafferty  
Title: President and CEO

NEBC MANAGEMENT, INC., as Grantor

By: [Signature]  
Name: Kevin M. McCafferty  
Title: President and CEO

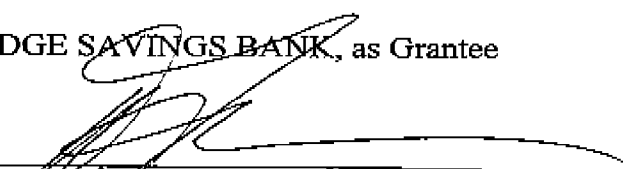
ACCEPTED AND ACKNOWLEDGED BY:

CAMBRIDGE SAVINGS BANK, as Grantee

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

Name:

Title:



William F. H. Sweeney, Jr.  
S.V.P.



COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF SUFFOLK )

On this 18th day of August, 2003, before me appeared Kevin M. McCafferty to me personally known, who, being by me duly sworn, did depose and say that he/~~she~~ is the President and Chairman of NEBC, LLC, the Delaware limited liability company named in and which executed the foregoing instrument, that being duly authorized he/~~she~~ did execute the foregoing instrument on behalf of the limited liability company therein named, and that the foregoing instrument is the free and authorized act and deed of said limited liability company.

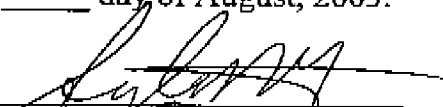
Given under my hand and seal at Boston, Massachusetts this 18th day of August, 2003.

Notary Public [Signature]  
My Commission Expires: August 19, 2005

COMMONWEALTH OF MASSACHUSETTS     )  
                                                                                                                  )  
                                                                                                                  ) SS.  
COUNTY OF SUFFOLK                                                                                                                    )

On this 18th day of August, 2003, before me appeared Kevin M. McCafferty to me personally known, who, being by me duly sworn, did depose and say that he/~~she~~ is the President and CEO of Superior Bakery, Inc., the Delaware corporation named in and which executed the foregoing instrument, that being duly authorized he/~~she~~ did execute the foregoing instrument on behalf of the corporation therein named, and that the foregoing instrument is the free and authorized act and deed of said corporation.

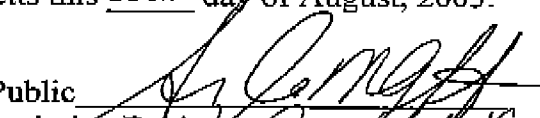
Given under my hand and seal at Boston, Massachusetts this 18th day of August, 2003.

Notary Public   
My Commission Expires: August 19, 2005

COMMONWEALTH OF MASSACHUSETTS     )  
                                                                   )  
 COUNTY OF SUFFOLK                     ) SS.  
                                                                   )

On this 18th day of August, 2003, before me appeared Kevin M. McCafferty to me personally known, who, being by me duly sworn, did depose and say that he/~~she~~ is the President and CEO of Superior Cake Products, Inc., the Delaware corporation named in and which executed the foregoing instrument, that being duly authorized he/~~she~~ did execute the foregoing instrument on behalf of the corporation therein named, and that the foregoing instrument is the free and authorized act and deed of said corporation.

Given under my hand and seal at Boston, Massachusetts this 18th day of August, 2003.

Notary Public   
 My Commission Expires: August 19, 2005

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
 COUNTY OF SUFFOLK )

On this 18th day of August, 2003, before me appeared Kevin M. McCafferty to me personally known, who, being by me duly sworn, did depose and say that he/~~she~~ is the President and CEO of Bread Company, Inc., the Delaware corporation named in and which executed the foregoing instrument, that being duly authorized he/~~she~~ did execute the foregoing instrument on behalf of the corporation therein named, and that the foregoing instrument is the free and authorized act and deed of said corporation.

Given under my hand and seal at Boston, Massachusetts this 18th day of August, 2003.

Notary Public  
 My Commission Expires:

*[Handwritten Signature]*  
*August 19, 2005*

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
 COUNTY OF SUFFOLK )

On this 18th day of August, 2003, before me appeared Kevin M. McCafferty to me personally known, who, being by me duly sworn, did depose and say that he/~~she~~ is the President and CFO of NEBC Management, Inc., the Delaware corporation named in and which executed the foregoing instrument, that being duly authorized he/~~she~~ did execute the foregoing instrument on behalf of the corporation therein named, and that the foregoing instrument is the free and authorized act and deed of said corporation.

Given under my hand and seal at Boston, Massachusetts this 18th day of August, 2003.

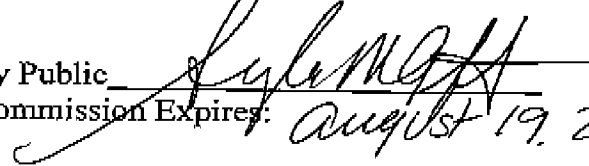
Notary Public   
 My Commission Expires: August 19, 2005



EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

Cambridge Savings Bank, as Lender  
under the Loan Agreement referred to below  
Attention: [ ]

Re: Intellectual Property Security Agreement dated as of August \_\_, 2003 made by  
NEBC, LLC, (the "Grantor"), for the benefit of Cambridge Savings Bank, as  
Lender (the "Grantee")

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such  
Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter  
be amended, supplemented, restated or otherwise modified from time to time, being the  
"Intellectual Property Security Agreement") made by the Grantor to the Grantee. The terms  
defined in the Intellectual Property Security Agreement (or in the Loan Agreement referred to  
therein (the "Loan Agreement") and not otherwise defined herein are used herein as therein  
defined.

The undersigned hereby agrees, as the date first above written, to become one of the  
Grantors under the Intellectual Property Security Agreement as if it were an original party  
thereto and agrees that each reference in the Intellectual Property Security Agreement to  
"Grantors" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Grantee, and hereby grants to the Grantee, for its  
benefit, as security for the Secured Obligations a lien on and a security interest in, all of the right,  
title and interest of the undersigned, whether now owned or hereafter acquired, in and to  
Intellectual Property Collateral owned by the undersigned, including, but not limited to, the  
property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual  
Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto,  
respectively. The undersigned hereby certifies on behalf of such Grantors that such Annexes  
have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to  
the Intellectual Property Security Agreement and are true, accurate and complete in all material  
respects as of the date hereof.

The undersigned on behalf of such Grantors hereby makes each representation and  
warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented

by the attached Annexes) to the same extent as each of the other Grantors and hereby agrees to be bound as one of the Grantors by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as the other Grantors.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Very truly yours,

[NAME OF ADDITIONAL  
INTELLECTUAL PROPERTY  
GRANTOR]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



Schedule I: Patents

None

Schedule II: Trademarks and Service Marks

Each of the following marks is owned by one of the Grantors

<u>Mark</u>	<u>Serial #</u>	<u>Registration No.</u>	<u>Appl. Filing Date</u>	<u>Comments</u>
KASANOFS		2,290,177		Bread and rolls (Class 30)
KASANOFS (plus design)		2,345,671		Bread and rolls (Class 30)
KASANOF'S SINCE 1898		75/803.209 (Application No.)	9/20/99	Bakery products and crouton (Class 30)
Green & Freedman				unregistered
Green-Freedman				unregistered
Green Freedman				unregistered
Superior (with stylized capital "S")				unregistered
Superior Cake Products, Inc.				unregistered
Superior Bakery, Inc.				unregistered
Matthew's Bread Company, Inc.				unregistered

Schedule III: Copyrights

one

Schedule IV: License Agreements

Trademark License Agreement, dated February 4, 2000 between Stanford L. Glass and Matthew's Bread Company, Inc., as assigned to Bread Company, Inc.

Binary License Agreement, dated September 30, 1998 between Bread Distributors Corp. and Descartes Systems Group, Inc., as assigned to Bread Company, Inc.

# GOODWIN PROCTER

Miriam J. Rovner  
Senior Legal Assistant  
617.570.1292  
mrovner@  
goodwinprocter.com

Goodwin Procter LLP  
Counsellors at Law  
Exchange Place  
Boston, MA 02109  
T: 617.570.1000  
F: 617.523.1231

August 29, 2003

**Via Facsimile 703.306.5995**

Mail Stop Assignment Recordation Services  
U. S. Patents and Trademark Office  
Box 1450  
Alexandria, VA 22313-1450

**Re: Recordation of Intellectual Property Security Agreement  
Superior Bakery, Inc. et al to Cambridge Savings Bank**

Dear Sir or Madam:

Enclosed please find the following documents for recordation:

1. Trademark recordation form cover sheet;
2. Intellectual Property Security Agreement between Superior Bakery, Inc. and Cambridge Savings Bank; and
5. Deposit Account Order Form authorizing the debit of \$90.00 from Goodwin Procter LLP's Deposit Account No. 07-1700 to cover the recordation fees pursuant to C.F.R. 3.41.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 07-1700.

If you have any questions regarding these documents, please call me at (617) 570-1292.

Sincerely,



Miriam J. Rovner  
Senior Legal Assistant

MJR:clk  
Enclosures

cc: Robert M. O'Connell, Jr., Esq. (w/o enclosures)

CPI #1703/239  
LIBC/1795329.1

<b>CERTIFICATE OF TRANSMISSION</b>	
I hereby certify that this correspondence is being transmitted by facsimile to the United States Patent and Trademark Office on the date shown below:	
<u>CHRISTINA KELSEY</u>	
(Typed or Printed Name of Person Signing Certificate)	
<u>Christina Kelsey</u>	
(Signature)	
<u>8/29/03</u>	
(Date)	

PTO/SB 91 (08-00)  
Approved for use through 10/31/2002. OMB 0551-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

(Also PTO Form 3.78) <b>DEPOSIT ACCOUNT ORDER FORM</b>	DATE: August 29, 2003
-----------------------------------------------------------	-----------------------

This form is to be used only for orders, the costs of which are to be charged against United States Patent and Trademark Office Deposit Accounts. IT MUST NOT BE USED FOR orders when payment is made by cash, checks, credit cards, or coupons. In addition, it should not be used for ordering printed copies of U.S. Patents. Use a separate form for each of the following types of service ordered: Recordings, Reproductions, Title Reports, Translations. Mail to: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

NAME AND ADDRESS FOR DEPOSITOR Miriam J. Rovner Senior Legal Assistant Goodwin Procter LLP Exchange Place Boston, MA 02109	FOR OFFICE USE ONLY
ACCOUNT NUMBER  07-1700	YOUR ORDER NUMBER  015139-141664/239
DESCRIPTION OF ARTICLES OR SERVICE TO BE FURNISHED	

Trademark Assignment of Security Interest

Superior Bakery to Cambridge Savings Bank

**\$90.00**

015139-141664/239

If additional space is needed attach separate sheet.

**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**

\_\_\_\_\_  
(signature) Miriam J. Rovner

For prompt, accurate shipment please complete the following mailing label - please print or type.

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  Washington, DC 20231 OFFICIAL BUSINESS Return after five days	Goodwin Procter LLP Miriam J. Rovner (name) Exchange Place (street Address) Boston, MA 02109-2881 (city, state, zip code)
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015139-141664/239  
YOUR ORDER NUMBER

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Washington, DC 20231.

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LIBC/1712761.1

**RECORDED: 08/29/2003**

**TRADEMARK  
REEL: 002709 FRAME: 0235**