

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Archway Cookies, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: February 26, 2004

2. Name and address of receiving party(ies)

Name: The CIT Group/Business Credit, Inc. on its own behalf and as collateral agent  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 1211 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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) \_\_\_\_\_  
see attached schedule

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached schedule

Additional number(s) attached  Yes  No

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

Name: David Postolski

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: \_\_\_\_\_

**62**

7. Total fee (37 CFR 3.41).....\$ 1565

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0675 - Schulte Roth & Zabel

**DO NOT USE THIS SPACE**

9. Signature.

Barbara Bauer-Padron  
Name of Person Signing

  
Signature

February 26, 2004  
Date

Total number of pages including cover sheet, attachments, and document: **111**

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

CH \$1540.00 500675 78278098

Schedule 1A

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
AMERICA'S FINEST COOKIES	Archway Cookies, LLC	USA	74/4793888 1910876	Registered: 08/08/1995 S. 8 filed: 08/08/2001 Renewal due: 08/08/2005
ARCHWAY	Archway Cookies, LLC	USA	74/139450 1,671,959	Registered: 01/14/92 Renewal due: 1/14/2012
ARCHWAY AND DESIGN	Archway Cookies, LLC	USA	74/137548 1,668,706	Registered: 12/17/91 Renewal due: 12/17/2011
ARCHWAY 'HOME STYLE COOKIES' AND DESIGN	Archway Cookies, LLC	USA	72/107295 753409	Registered: 07/23/63
ARCHWAY HOME STYLE COOKIES AND DESIGN	Archway Cookies, LLC	USA	75-759,984 2,452,523	Registered: May 22, 2001 Renewal due: May 22, 2011
BANANARAMAS	Archway Cookies, LLC	USA	74/422,290 1,866,524	Registered: 12/06/94 Renewal due: 12/6/2004
BE A GOOD COOKIE	Archway Cookies, LLC	USA	74/356374 1798175	Registered: 10/12/93
BRANDS YOU TRUST...COOKIES YOU LOVE!	Archway Cookies, LLC	USA	74/593,095 1,929,849	Registered: 10/24/1995 Section 8&15: 10/24/2001 Renewal due: 10/24/2005
BURRY'S CHEEZ*TRAWS & Design	Archway Cookies, LLC	USA	72/172,519 809,349	Registered: 05/31/66 Renewal due: 5/31/2006
CLASSIC COOKIE JAR MATERIAL	Archway Cookies, LLC	USA	75-060845 2069010	Registered: 6/10/97

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
COOKIE COLLECTIBLES	Archway Cookies, LLC	USA	75/037996 2,078,182	Registered: 07/08/97 Section 8 due: 7/8/2003 Renewal due: 7/8/2007
COOKIE LEGENDS	Archway Cookies, LLC	USA	74/426,000 1,867,742	Registered: 12/13/94 Renewal due: 12/13/2004
COOKIES FOR KIDS	Archway Cookies, LLC	USA	74/356731 1798176	Registered: 10/12/93
CRISPYSTIX	Archway Cookies, LLC	USA	75/223,024 2,211,961	Registered: 12/15/98 Section 8: 12/15/2004 Renewal due: 12/15/2008
DELICIOUS	Archway Cookies, LLC	USA	73/755,292 1,582,820	Registered: 2/13/90 Renewal due: 2/13/2010
DELICIOUS AND DESIGN	Archway Cookies, LLC	USA	73/540,848 1,400,783	Registered: 7/8/1986 Renewal due: 7/8/2006
DEVILMINT (Stylized Letters)	Archway Cookies, LLC	USA	71/511,762 434,589	Registered: 11/25/1947 Renewal due: 11/25/2007
DOUBLE CREMES	Archway Cookies, LLC	USA	75/284,486 2,283,711	Registered: 10/5/1999 Section 8&15: 10/5/2005
DREAM CREAMS	Archway Cookies, LLC	USA	74/357,436 1,868,948	Registered: 12/20/1994
FAWN FOODS & DESIGN	Fawn Foods Inc.	USA	73/661446 1544688	Registered: 06/20/89 Renewal due: 06/20/2009

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
FIDDLE FLAKES	Archway Cookies, LLC	USA	72/218,026 810,843	Registered: 7/5/1966 Renewal due: 7/5/2006
FRACKERS	Archway Cookies, LLC	USA	74/012,955 1,612,252	Registered: 9/4/1990 Renewal due: 9/4/2010
FROOKIE	Archway Cookies, LLC	USA	73/774,125 1,555,978	Registered: 9/12/1989 Renewal due: 9/12/2009
FROOKIES	Archway Cookies, LLC	USA	73/657991 1,520,007	Registered: 01/10/1989 Renewal due: 01/10/2009
FROOKWICH	Archway Cookies, LLC	USA	74/166,123 1,754,579	Registered: 2/23/1993 8&9 due: 02/23/2013
FRUITINS	Archway Cookies, LLC	USA	73/836,615 1,618,960	Registered: 10/23/90 Renewal due: 10/23/2010
FUDGE TOWN	Archway Cookies, LLC	USA	72/224,646 808,624	Registered: 5/17/1966 Renewal due: 5/17/2006
FUNKY MONKEYS	Archway Cookies, LLC	USA	74/079,879 1,742,432	Registered: 12/22/1992 Renewal due: 12/22/2012
GENERAL HENRY	Archway Cookies, LLC	USA	78/278098	Pending Filed: July 24, 2003
LEMON PUNCH	Archway Cookies, LLC	USA	72/253,338 836,408	Registered: 10/03/67 Renewal due: 10/3/2007
LICKITY SPLITS	Archway Cookies, LLC	USA	72/282,031 845,572	Registered: 3/5/1968 Renewal due: 3/5/2008

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
MAMA'S	Archway Cookies, LLC	USA	75/114,118 2,106,597	Registered: 10/21/1997 Renewal due: 10/21/2013
MAMA'S (Stylized Letters)	Archway Cookies, LLC	USA	71/486,795 439,154	Registered: 6/8/1948 Renewal due: 6/8/2008
DESIGN ONLY [Mama's character]	Archway Cookies, LLC	USA	75/247,999 2,132,678	Registered: 01/27/98 Renewal due: 01/27/2008
MOTHER'S	Archway Cookies, LLC	USA	76/392,879	Pending Filed: April 9, 2002
MRS. ALISON'S	Archway Cookies, LLC	USA	74/645756 1,965,373	Registered: 04/02/1996 Renewal due: 04/02/2006
MRS. ALISON'S (Stylized Letters)	Archway Cookies, LLC	USA	71/566113 539232	Registered: March 13, 1951 Renewal due: March 13, 2011
MRS. ALISON'S COOKIES & DESIGN	Archway Cookies, LLC	USA	74/292620 1,755,604	Registered: 03/02/1993 Renewal due: March 2, 2012
MRS. ALISON'S Great Taste Since 1933 AND DESIGN	Archway Cookies, LLC	USA	76/477990	Filed: Dec. 23, 2002
ONE POUNDER	Archway Cookies, LLC	USA	75/687,738 2,322,621	Registered: 2/22/2000 Section 8: 2/22/2006
ORANGE PUNCH	Archway Cookies, LLC	USA	72/253,336 836,407	Registered: 10/03/67 Renewal due: 10.3.2007

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
PINK PUNCH	Archway Cookies, LLC	USA	72/253,337 841,713	Registered: 1/2/1968 Renewal due: 1/2/2008
R.W. FROOKIE AND DESIGN	Archway Cookies, LLC	USA	73/779,647 1,561,226	Registered: 10/17/89 Renewal due: 10/17/2009
REGENCY	Archway Cookies, LLC	USA	74/061,733 1,640,703	Registered: 4/9/ 1991 Renewal due: 4/9/2011
ROYAL	Archway Cookies, LLC	USA	71/684,069 652,140	Registered: 9/24/1957 Renewal due: 9/24/2007
SALERNO	Archway Cookies, LLC	USA	75/111,370 2,071,628	Registered: 6/17/1997 Renewal due: 6/17/2007
SALERNO AND DESIGN	Archway Cookies, LLC	USA	75/243,716 2,187,261	Registered: 9/8/1998 Section 8&15: 9/8/2004 Renewal due: 9/8/2008
SALERNO (Stylized Letters)	Archway Cookies, LLC	USA	71/661,229 607,363	Registered: 6/14/1955 Renewal due: 6/14/2005
SALERNO A Chicago Favorite Since 1933 AND DESIGN	Archway Cookies, LLC	USA	76/477989	Filed: Dec. 23, 2002
SANTA'S FAVORITES	Archway Cookies, LLC	USA	75/499,377 2,263,790	Registered: 7/20/1999 Section 8&15: 7/20/2005 Renewal due: 7/20/2009
SCHOOLHOUSE COOKIES & DESIGN	Archway Cookies, LLC	USA	74/297426 1,802,878	Registered: 11/02/1993 Renewal due: 11/02/2013

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
SCOOTER PIE	Archway Cookies, LLC	USA	72/203,529 834,843	Registered: 9/5/1967 Renewal due: 9/5/2007
SCOOTER-PUFFS	Archway Cookies, LLC	USA	72/296,238 858,047	Registered: 10/1/1968 Renewal due:10/1/2008
SHUR-GOOD (Stylized Letters)	Archway Cookies, LLC	USA	71/676840 615405	Registered: 11/1/1955 Renewal due: 11/01/2005
SHUR-GOOD BRAND AND DESIGN	Archway Cookies, LLC	USA	75/129696 2123030	Registered: 12/23/1997 Sec. 8 & 15 due: 12/23/2003 Renewal due: 12/23/2007
SKY CRISPS	Archway Cookies, LLC	USA	75/508874 2374285	Registered: 08/08/2000 Renewal due: 08/08/2010 Sec. 8&15 due: 08/08/2006
TASTE THE FUN	Archway Cookies, LLC	USA	75/243,717 2,355,584	Registered:6/6 /2000 Section 8&15: 6/6/2006 Renewal due: 6/6/2010
THE GOOD FOR YOU COOKIE	Archway Cookies, LLC	USA	73/762213 1546643	Registered: 07/04/1989 Renewal due: 07/04/2009
THE GOOD FOR YOU COOKIE	Archway Cookies, LLC	USA	73/762,213 1,546,643	Registered: 7/4/1989 Renewal due: 7/4/2009
THE HOMESTYLE COLLECTION AND DESIGN	Archway Cookies, LLC	USA	74-323859 1800330	Registered: 10/19/93

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
THE HOMESTYLE COLLECTION AND DESIGN	Archway Cookies, LLC	USA	74/323860 1,865,364	Registered: 11/29/94 Renewal due: 11/29/2004
TWO POUNDER	Archway Cookies, LLC	USA	75/114,111 2,085,100	Registered: 07/29/97 Renewal due: 07/29/2007



**EXECUTION COPY****SECURITY INTEREST GRANT****TRADEMARKS**

WHEREAS, Archway Cookies, LLC (the "Grantor") owns the Trademarks listed on the annexed Schedule 1A, together with the registrations and applications therefor in the United States Patent and Trademark Office (the "Collateral Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated February 26, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms not otherwise defined herein shall have the meaning given to them in the Security Agreement), in favor of The CIT Group/Business Credit, Inc., as collateral agent for the Lenders (in such capacity, together with any successors and assigns, the "Collateral Agent");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Collateral Trademarks, together with, among other things, the good-will of the business symbolized by the Collateral Trademarks, and all Proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future infringements or other violations thereof (the "Collateral"), as collateral security for all of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in the Collateral as collateral security for all of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[signature page follows]

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PARMALAT HR

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IN WITNESS WHEREOF, the Grantor has caused this Security Interest Grant to be duly executed by its officer thereunto duly authorized as of February 26, 2004.

ARCHWAY COOKIES, LLC

By: Mother's Cake & Cookie Co.,  
as sole member and manager  
of Archway Cookies, LLC

By: Alario Riccardi

Name:

Title:

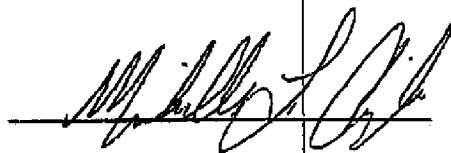
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STATE OF Michigan  
COUNTY OF Calhoun ss.:

On this 25<sup>th</sup> day of February, 2004, before me personally came Maio Riemma to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice Pres. Franco of Mother's Cake & Cookie Co., a California corporation, and that s/he executed the foregoing instrument in the firm name of Mother's Cake & Cookie Co., in its capacity as the sole member and manager of Archway Cookies, L.J.C, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



MICHELLE L. CONSIGLIO  
NOTARY PUBLIC - MICHIGAN  
EATON COUNTY  
ACTING IN Calhoun  
MY COMMISSION EXPIRES 02/28/2008

