03-18-2004

Electronic Version v1.1
Stylesheet Version v1.1

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SUBMISSION TYPE: 3/11/04	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Meyer's Bakeries, Inc.		12/13/2002	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	201 High Ridge Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06927
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	75654601	DELI GOURMET
Serial Number:	76122221	FRUIT & NUTS MEDLEY
Serial Number:	74165225	IT'S A BISCUIT
Serial Number:	81029500	NATURE'S GRAIN
Serial Number:	74237175	TASTY N' CRUSTY
Serial Number:	75086821	GOLDEN CLASSICS
Serial Number:	75647039	TASTY N' CRUSTY
Serial Number:	75827032	TAVOLA

OP $215.00 75654601

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-876-7629
Email: elizabeth.burns@lw.com
Correspondent Name: Elizabeth Burns
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800

Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Thomas Buettner

Total Attachments: 6
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source=meyerstrademark_5#page1.tif
source=meyerstrademark_6#page1.tif

SCHEDULE A

Trademark	Serial Number	Filing / Registration Date
DELI GOURMET	75/654,601	03/05/1999
FRUIT & NUTS MEDLEY	76/122,221	09/05/2000
GOLDEN CLASSICS	75/086,821	04/01/1997
IT'S A BISCUIT	74/165,225	10/20/1992
NATURE'S GRAIN	81/029,500	04/30/1985
TASTY N' CRUSTY	74/237,175	02/23/1993
TASTY N' CRUSTY	75/647,039	12/21/1999
TAVOLA	75/827,032	10/20/1999

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2002, by MEYER'S BAKERIES, INC. ("Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Collateral Agent for Lenders. Except as otherwise defined herein, terms used herein and defined in the Credit Agreement shall be used herein as therein defined.

WITNESSETH:

WHEREAS, Grantor owns all rights, title and interest to the trademarks listed on Schedule A ("Trademarks") and trademark licenses listed on Schedule B ("Trademark Licenses") attached hereto;

WHEREAS, Grantor, Lenders and General Electric Capital Corporation, as Administrative Agent, Syndication Agent and Arranger, are parties to that certain Credit Agreement, dated as of May 20, 1999, (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans and issuance of Letters of Credit as contemplated therein;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks listed on Schedule A hereto and Trademark Licenses to which it is a party including those referred to on Schedule B hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under

any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEYERS BAKERIES, INC.

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By:_____
Name:_____
Title:_____

[Signature Page to Trademark Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEYERS BAKERIES, INC.

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By:_____
Name:_____
Title: Christian R. DeAngelis
Duly Authorized Signatory

(Signature Page to Trademark Agreement)

SCHEDULE B

1. Sun-Maid License Agreement for Bagels, dated November 23, 1998, by and between Sun-Maid Growers of California and Meyer's Bakeries, Inc.

2. Software License Agreement, dated January 31, 1996, as amended June 26, 2001, between SSA Global Technologies, Inc. and Meyer's Bakeries, Inc.

3. Trademark licensing arrangements pursuant to the Agency Agreement for Private Label Products, dated June 22, 1993, between Supervalu Inc. and Meyer's Bakeries, Inc.

4. Trademark licensing arrangements pursuant to the Manufacturing Agreement for Corporate Brands, dated November 1, 1994, and Amendment, dated July 10, 1995, between Meijer, Inc. and Meyer's Bakeries, Inc.

5. Trademark licensing arrangements pursuant to the Albertson's Brand Agreement, dated June 17, 1997, by and between Albertson's Inc. and Meyer's Bakeries, Inc.

6. Trademark licensing arrangements pursuant to the Manufacturing Agreement, dated August 16, 1999, by and between Sara Lee Bakery and Meyer's Bakeries, Inc.

7. Trademark licensing arrangements pursuant to the Manufacturing Agreement and Bill of Sale, dated October 1, 1999, by and between Flowers Bakeries, Inc. and Meyer's Bakeries, Inc.

8. Trademark licensing arrangements pursuant to the Private Label Agreement, dated September 26, 1996, between Aldi Inc. and Meyer's Bakery.