10-24-2003

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

SHEET
Y

102583093

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bake-Line Group, LLC

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
__ Corporation
_x_ Other - limited liability company - Delaware
Additional name(s) of conveying party(ies) attached? __ Yes _x_ No

2. Name and Address of receiving party(ies)

Name: Quantum Industrial Partners LDC

Address:
c/o Soros Funds Management
888 Seventh Avenue
New York, NY 10106

__ Individual(s) citizenship _____
__ Association _____
__ General Partnership _____
__ Limited Partnership _____
__ Corporation
_x_ Other limited duration company - Cayman Islands

If assignee is not domiciled in the United States, a domestic representative designation is attached: __ Yes _x_ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? __ Yes _x_ No

3. Nature of conveyance:

__ Assignment __ Merger

__ Security Agreement __ Change of Name

_X_ Other Security Interest

Effective Date: October 14, 2003

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s): See Attached Schedule A

Additional numbers attached? _x_ Yes __ No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41)..... $ 490.00
_xx_ Enclosed

__ To be Charged to Deposit Account

8. Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley M. Smith
Name of Person Signing

Hayley M. Smith
Signature

10/20/03
Date

2003 OCT 20 PM 12:59
OPR/FINANCE

Total number of pages including cover sheet, attachments, and document: 9

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

10/23/2003 ECOOPER 00000200 659608

01 FC:8521 40.00 OP
02 FC:8522 450.00 OP

PTO cover sheet.DOC

SCHEDULE A TO
RECORDATION COVER SHEET

1. Trademark Registrations

GREGS	US Reg. No. 659,608
SUNNY and Design	US Reg. No. 1,386,198
SUNNY and Design	US Reg. No. 2,436,327
BAKE-LINE & Design	US Reg. No. 1,362,255
CHIP-A-RIFFIC	US Reg. No. 1,346,606
CHIP-CHIP HOORAY!	US Reg. No. 1,381,675
CREAM-A-RIFFIC	US Reg. No. 1,346,605
HOLIDAY	US Reg. No. 1,446,657
SUN VALLEY	US Reg. No. 717,973
SUN VALLEY & Design	US Reg. No. 1,108,165
TRU-BLUE*	US Reg. No. 74,005
BUTTER-RIFFIC	US Reg. No. 1,346,603
CREAM-O-RIFFIC	US Reg. No. 1,346,604
DANALISH	US Reg. No. 1,511,153
FIGURES BY BAKE-LINE	US Reg. No. 1,462,135
HOLIDAY & Design	US Reg. No. 1,423,085
NICE 'N CHEWY	US Reg. No. 1,386,965
SOFBLEND	US Reg. No. 1,391,760
SUNNY	US Reg. No. 2,655,280

SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of October 14, 2003, is made by Bake-Line Group, LLC, a Delaware limited liability company ("Grantor"), in favor of Quantum Industrial Partners LDC, a Cayman Islands limited duration company, as collateral agent under the General Security Agreement described below ("Agent").

WHEREAS, pursuant to that certain Senior Secured Credit Agreement dated October 14, 2003 (the "Credit Agreement") entered into by Grantor, Agent and SFM Domestic Investments LLC, a Delaware limited liability company ("SFM", and together with the Agent, the "Lenders"), certain loans and credit facilities are to be made available to Grantor and certain of its affiliates;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent a General Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), pursuant to which the Grantor has granted a security interest in the Collateral (as defined therein) to the Agent;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Credit Agreement, and in conjunction with the Security Agreement, Grantor is required to execute and deliver this Security Interest In Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Interest In Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest In Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit Agreement (collectively, the "Finance Documents").

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Grantor hereby grants to Agent a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

Section 3. Purpose. This Security Interest In Trademarks has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Finance Documents. The security interest granted hereby has been granted, pursuant to Section 4.2 (Financing Statements and Other Actions) of the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to Agent under the Security Agreement with respect to the Intellectual Property. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Interest in Trademarks and the Finance Documents, the Finance Documents shall prevail.

Section 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest In Trademarks. The party that files this Security Interest In Trademarks with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Interest In Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN TESTIMONY WHEREOF, the parties have caused this Security Interest In Trademarks to be signed and executed by the undersigned officers thereunto duly authorized as of the date set forth in the first paragraph hereof.

BAKE-LINE GROUP, LLC

By: _____
Name: David Shanholtz
Title: Chief Executive Officer

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 14th day of October, 2003, there appeared before me DAVID SHANHOLTZ, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of the CHIEF EXECUTIVE OFFICER of BAKE-LINE GROUP, LLC.

OFFICIAL SEAL
Genevieve J. Hensley
Notary Public
State of Illinois
My Commission Expires June 5, 2006

_____
Notary Public

My commission expires: June 5, 2006

SEAL

C:\Documents and Settings\DSHANHOLTZ\Local Settings\Temporary Internet Files\OLK8\Trademark Security Agreement.doc

[CONTINUATION OF THIS SECURITY INTEREST IN TRADEMARKS]

QUANTUM INDUSTRIAL PARTNERS LDC, as Agent and as a Lender

By: _____
Name: Richard O. Holghan
Title: Attorney-in-Fact

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 14th day of October, 2003, there appeared before me Richard O. Holghan, Jr. personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of ATTORNEY-IN-FACT of QUANTUM INDUSTRIAL PARTNERS LDC.

_____
Notary Public

MYRA R. COHEN
Notary Public, State of New York
No. 01CO4992681
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 2, 2006

My commission expires: March 2, 2006

SEAL

O:\Legal\Work\RPTO\RDH\Bakeline\Trademark Security Agreement.doc

[CONTINUATION OF THIS SECURITY INTEREST IN TRADEMARKS]

SFM DOMESTIC INVESTMENTS LLC,
as a Lender

By: _____
Name: Richard D. Holahan, Jr.
Title: ATTORNEY - IN - FACT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 14th day of October, 2003, there appeared before me Richard D. Holahan, Jr., personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of ATTORNEY-IN-FACT of SFM DOMESTIC INVESTMENTS LLC.

_____
Notary Public

My commission expires: March 2, 2006

MYRA R. COHEN
Notary Public, State of New York
No. 01CO4992681
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 2, 20__

SEAL

MYRA R. COHEN
Notary Public, State of New York
No. 01CO4992681
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 2, 20 06

O:\Legal\Work\RPTO\RDH\Bakeline\Trademark Security Agreement.doc

SCHEDULE A

1. Trademark Registrations

GREGS	US Reg. No. 659,608
SUNNY and Design	US Reg. No. 1,386,198
SUNNY and Design	US Reg. No. 2,436,327
BAKE-LINE & Design	US Reg. No. 1,362,255
CHIP-A-RIFFIC	CN Reg. No. 333,374
CHIP-A-RIFFIC	US Reg. No. 1,346,606
CHIP-CHIP HOORAY!	US Reg. No. 1,381,675
CREAM-A-RIFFIC	US Reg. No. 1,346,605
HOLIDAY	CN Reg. No. 283,866
HOLIDAY	US Reg. No. 1,446,657
PECAN-A-RIFFIC	US Reg. No. 1,726,718
SUN VALLEY	US Reg. No. 717,973
SUN VALLEY & Design	US Reg. No. 1,108,165
TRU-BLU*	US Reg. No. 74,005
BUTTER-RIFFIC	US Reg. No. 1,346,603
CREAM-O-RIFFIC	US Reg. No. 1,346,604
DAN-A-LISH & Design	CN Reg. No. 361,338
DANALISH	US Reg. No. 1,511,153
FIGURES BY BAKE-LINE	US Reg. No. 1,462,135
HOLIDAY & Design	US Reg. No. 1,423,085
NICE 'N CHEWY	US Reg. No. 1,386,965
NICE 'N CHEWY	CN Reg. No. 334,433
NUTTER-RIFFIC	CN Reg. No. 333,186
SOFBLEND	US Reg. No. 1,391,760
SOFBLEND	CN Reg. No. 331,217

2. Trademark Applications

SUNNY	Serial No. 75/712292 Approved for Publication

C:\Documents and Settings\DSHANHOLTZ\Local Settings\Temporary Internet Files\OLK8\Trademark Security Agreement.doc