

Form PTO-1594  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
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):

**Otis Spunkmeyer, Inc.  
C/o Code Hennessy & Simmons LLC  
10 South Wacker Drive  
Chicago, IL 60601**

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

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

2. Name and Address of receiving party(ies)

**Merrill Lynch Capital,  
a division of Merrill Lynch Business  
Financial Services  
222 N. LaSalle Street, 17<sup>th</sup> Floor  
Chicago, IL 60601**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - 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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: **June 24, 2004**

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

A. Trademark Application No(s).  
Please see attached

B. Trademark Registration No(s).  
Please see attached

Additional numbers attached?  Yes  No

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

**Elaine D. Ziff, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**

6. Total number of applications/registrations involved:

7. Total fee (37 CFR 3.41) **\$490.00**

All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 082530/1)

8. Deposit Account No. **19-2385**

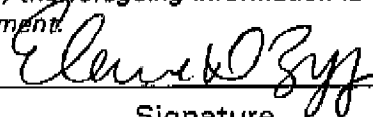
DO NOT USE THIS SPACE

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.

Elaine D. Ziff

Name



Signature

July 1, 2004

Date

Total number of pages including cover sheet, attachments, and document: **11**

GH \$490.00 192385 76069904

**CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers**

A. Trademark Application No(s).	B. Trademark Registration No(s).
76069904	1758569
76174879	2419375
76224967	2350649
76400775	2350648
76545321	2304751
78288701	2324886
	1353152
	2733268
	2444707
	2798902
	2704419
	2822599
	2786183

## COLLATERAL AGREEMENT (TRADEMARKS)

This COLLATERAL AGREEMENT (TRADEMARKS) is between OTIS SPUNKMEYER, INC., a Delaware corporation, located at c/o Code Hennessy & Simmons LLC, 10 South Wacker Drive, Suite 3175, Chicago, Illinois 60606 ("Assignor") and MERRILL LYNCH CAPITAL, a division of MERRILL LYNCH BUSINESS FINANCIAL SERVICES ("Assignee"), a Delaware corporation, located at 222 N. LaSalle Street, 17th Floor, Chicago, Illinois 60601, as Administrative Agent under the Amended and Restated Collateral Agreement dated as of June 24, 2004, made by Assignor and certain affiliates thereof in favor of Assignee (the "Collateral Agreement"). Defined terms used herein and not otherwise defined herein shall have the meanings set forth (or incorporated by reference) in the Collateral Agreement.

WHEREAS, Assignor has registered or applied to register the trademarks listed on Schedule 1 annexed hereto as part hereof in the United States Patent and Trademark Office;

WHEREAS, Assignor is obligated to Assignee and the other Secured Parties for the payment and performance of the Guarantor Obligations; and

WHEREAS, pursuant to the Collateral Agreement, Assignor has collaterally assigned, transferred and granted to Assignee, for the benefit of the Secured Parties, a security interest in and continuing lien upon the Collateral, including, without limitation, all U.S. and foreign trademarks, service marks, trade dress, logos, trade names, brand names, corporate names, assumed names, business names and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing, and all rights to sue at law or in equity for any infringement or other impairment of any copyright including the right to receive all proceeds and damages therefrom, to secure the prompt and complete payment and performance, when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor Obligations.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby collaterally assign, transfer and grant to Assignee, for the benefit of the Secured Parties, a security interest in and continuing lien upon the trademarks and service marks set forth on Schedule 1 hereto, together with all goodwill symbolized by the foregoing, all registrations and applications related to the foregoing, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, to secure the prompt and complete payment and performance, when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Collateral Agreement  
(Trademarks) to be duly executed by its officer thereunto duly authorized as of  
June 24, 2004.

OTIS SPUNKMEYER, INC.,  
a Delaware corporation

By: Stephen Ricks  
Name: STEPHEN RICKS  
Title: SECRETARY

TRADEMARK

REEL: 002884 FRAME: 0959

STATE OF California, )  
COUNTY OF Alameda, ) SS.

On July 22, 2004, before me, Lori A. Flores, Notary Public, personally appeared Stephen A. Ricks, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Lori A. Flores*

(Seal)



[Collateral Agreement (Trademarks)]

**SCHEDULE TO COLLATERAL AGREEMENT (Trademarks)**Active Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Registration Number/Date</u>	<u>Serial Number/Renewal/ Date</u>
MX	VICTORY LAP	Registered	502058 7/24/1995	
RU	VICTORY LAP	Registered	151477 07/19/1995	
JP	VICTORY LAP	Registered	3357676 11/07/1997	
IT	VICTORY LAP	Registered	729180 07/20/1995	
IE	VICTORY LAP	Registered	175028 01/31/1995	Renewed 01/30/2002
GB	VICTORY LAP	Registered	2028103 07/19/1995	
BX	VICTORY LAP	Registered	576825 7/19/1995	
AU	VICTORY LAP	Registered	666987 07/18/1995	
US	OTIS SPUNKMEYER	Registered	1758569 3/16/1993	ML*
RU	OTIS SPUNKMEYER	Registered	100733 04/16/1991	Renewed 04/16/2001
GB	OTIS SPUNKMEYER	Registered	1510905	Renewal filed

\* The notation "ML" means the collateral agreement to Merrill Lynch Capital, recorded on 08/23/2002 at Reel/Frame 2531/0982.

			08/26/1999		
			08/26/1992		
MX	OTIS SPUNKMEYER	Registered	405089 03/12/1991	Renewed 03/12/2001	
IT	OTIS SPUNKMEYER	Pending	1324 2001 MI 02/06/2001		
IT	OTIS SPUNKMEYER	Pending	1528 2001 MI 02/12/2001		
EC	OTIS SPUNKMEYER	Registered	7213-00 10/17/2000		
VE	OTIS SPUNKMEYER	Registered	222035-P 07/07/2000		
BR	OTIS SPUNKMEYER	Published		821.900.226 08/11/1999	
PE	OTIS SPUNKMEYER	Registered	56497 07/27/1999		
CO	OTIS SPUNKMEYER	Registered	195956 04/08/1997		
CA	GOT COOKIES	Allowed		885525 07/27/1998	
US	GOT COOKIES?	Registered	2419375 01/09/2001		ML
GB	OTIS COLOSSALS	Registered	2165654 05/05/1998		
CA	BAKING A DIFFERENCE	Registered	TMA526.092 03/30/2000		
US	BAKING A DIFFERENCE	Registered	2350649 05/16/2000		ML
US	SWEET DISCOVERY	Registered	2350648 05/16/2000		ML

CA	SWEET DISCOVERY	Registered	TMA526,089 03/20/2000	
US	OTIS EXPRESS	Registered	2304751 12/28/1999	ML
CA	TRAVEL LITE	Registered	TMA526,088 03/30/2000	
US	TRAVEL LITE	Registered	2324886 02/29/2000	ML
CA	SPUNKIES	Registered	TMA416,155 08/27/1993	
CA	PASSPORT PEANUT BUTTER CHOCOLATE C HUNK	Registered	TMA526,086 3/30/2000	
GB	PASSPORT PEANUT BUTTER CHOCOLATE CHUNK	Registered	2173555 07/30/1998	
US	LAYER BAG	Allowed	76069904 6/14/2000	ML
US	OTIS	Allowed	76174879 2/04/2000	ML
NI	OTIS SPUNKMEYER	Registered	54.547 C.C. 06/20/2002	
BZ	OTIS SPUNKMEYER	Registered	11O/TM/2001 11/01/2001	
CL	OTIS SPUNKMEYER	Registered	62617 04/29/02	
AR	OTIS SPUNKMEYER	Published	2346925 07/26/2001	
SV	OTIS SPUNKMEYER	Pending	18649-2001 10/12/2001	18649-2001



PA	OTIS SPUNKMEYER	Pending		117495 10/05/2001	
GT	OTIS SPUNKMEYER	Registered		116992 04/18/02	
CR	OTIS SPUNKMEYER	Published		2001-6940 08/23/2001	
UY	OTIS SPUNKMEYER	Registered	331407 10/19/2001		
CA	SPUNKMEYER	Pending		1115764 09/14/2001	
EU	SPUNKMEYER	Registered	11/26/2002	2384808 09/11/2001	
MX	SPUNKMEYER	Pending		Unassigned	
US	SPUNKMEYER	Allowed		76224967 03/15/2001	ML
MX	OTIS SPUNKMEYER	Registered	520274 08/27/1992	Renewed by 08/27/2002	
US	OTIS SPUNKMEYER	Registered	1353152 8/06/1985		ML
BR	OTIS SPUNKMEYER	Published	821900218 08/11/1999		
CA	TIS SPUNKMEYER	Registered	TMA416,156 8/27/1993		
ES	OTIS SPUNKMEYER	Registered	1619543M4 03/05/1992	Renewed 11/21/2001	
FR	OTIS SPUNKMEYER	Registered	1641445 1/30/1991	Renewed 11/30/2001	
GB	OTIS SPUNKMEYER	Registered	1455406 7/03/1992	Renewed 02/12/1998	

KR	OTIS SPUNKMEYER	Registered	255498 12/05/1992		
JP	OTIS SPUNKMEYER	Registered	3034553 3/31/1995		
US	YOUR SWEET STOP	Registered	2733268 07/01/2003	76373817 02/22/2002	ML
KR	OTIS SPUNKMEYER	Registered	274654 01/06/1995		
KR	OTIS SPUNKMEYER	Registered	278850 11/08/1993		
HN	OTIS SPUNKMEYER	Registered	83969 03/21/2002		
US	OUTTA THE OVEN OTIS FRESH	Allowed		76400775 04/26/2002	ML
US	PINNACLE	Registered	2444707 04/17/2001		ML
US	SPUNKIES	Registered	2798902 12/23/2003	76418898 06/07/2002	
US	VALUE ZONE	Registered	2704419 04/08/2003	76410100 06/10/2002	ML
CA	VALUE ZONE	Registered	TMA518,055 10/28/1999		
FR	VICTORY LAP	Registered	95581551 7/21/1995		
UK	MAYPORT MUFFINS	Registered	2173562 07/30/1998		
UK	CHECKPOINT CHOCOLATE ALMOND COCONUT	Registered	2173553 07/30/1998		
UK	RIPCORD ROCKY	Registered	2173573		

	ROAD		07/30/1998	
UK	BLUE YONDER BROWNIES	Registered	2173535 07/30/1998	
DE	VICTORY LAP	Registered	39531629 05/24/1996	
DO	OTIS SPUNKMEYER	Registered	124314 08/30/2001	
US	CAFE COLLECTION	Pending		76545321 09/16/2003
US	OTIS	Registered	2822599 03/16/2004	
US	OTIS SPUNKMEYER	Registered	2786183 11/25/2003	
US	SUPREME INDULGENCE	Allowed		78288701 08/18/2003
Canada	OTIS	Pending		1184,152 07/11/2003
Canada	OTIS SPUNKMEYER	Registered	TMA610,309 05/13/2004	
CTM	OTIS	Pending		3295029 08/01/2003
CTM	OTIS SPUNKMEYER	Registered	3100286 03/18/2003	
CTM	SUPREME INDULGENCE	Pending		3669827 02/18/2004
Canada	SUPREME INDULGENCE	Pending	1206778 02/18/2004	