

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Otis Spunkmeyer, Inc.
c/o Code Hennessy & Simmons LLC
10 South Wacker Drive, Suite 3175
Chicago, IL 60606

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) August 19, 2004

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Merrill Lynch Capital, a division
of Merrill Lynch Business Financial
Services

Internal Address: 17th Floor

Street Address: 222 N. La Salle Street

City: Chicago

State: IL

Country: USA Zip: 60601

Association - Citizenship

General Partnership - Citizenship

Limited Partnership - Citizenship

Corporation - Citizenship Delaware

Other

Citizenship

If assignee is not domiciled in the United States, a domestic
representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other

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

A. Trademark Application No(s).

78431179
78431170
78447170

B. Trademark Registration No(s).

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
Tel: (212) 735-3000
Fax: (212) 735-2000
eziff@skadden.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 1.21(h) and 3.41) \$90.

All fees and any deficiencies are authorized to be
charged to Deposit Account

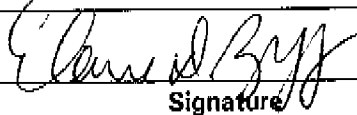
(Our Ref. 082530/1)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Sylvia Marquez

9. Signature.



Signature

Elaine D. Ziff

Name of Person Signing

September 15, 2004

Date

Total number of pages including
cover sheet, and documents:

5

COLLATERAL AGREEMENT (TRADEMARKS)

This COLLATERAL AGREEMENT (TRADEMARKS) dated as of August 19, 2004, 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 or Assignee (as amended, restated, supplemented or otherwise modified, 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, Section 6(o)(5)(vi) of the Collateral Agreement requires that Assignor report to Assignee the filing of applications to register trademarks in the United States Patent and Trademark Office and, upon Assignee's request, execute and deliver any and all agreements, instruments, documents, and papers as Assignee may request to evidence Assignee's security interest therein and in the goodwill and general intangibles of Assignor relating thereto or represented thereby;

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 and Assignee has requested that Assignor execute and deliver this Collateral Agreement (Trademarks) to evidence Assignee's security interest in such trademarks, together with the goodwill symbolized thereby;

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, Assignor has caused this Collateral Agreement (Trademarks) to be duly executed and delivered as of the date first above written.

OTIS SPUNKMEYER, INC.

By: Stephen A. Ricks

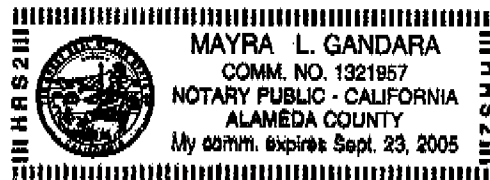
Name: Stephen A. Ricks
Title: Secretary/General Counsel

STATE OF California)
) SS.
COUNTY OF Alameda)

On August 19 2004, before me, Mayra L. Gandara, 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 Mayra L. Gandara (Seal)



SCHEDULE 1 TO COLLATERAL AGREEMENT (TRADEMARKS)

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
GOTTA GET SOME	6/7/04	78/431,179
OTIS SPUNKMEYER THE O-ZONE	6/7/04	78/431,170
OTIS BAKED	7/7/04	78/447,170