

RE

06-08-2004



SHEET Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of

102760789

attached original documents or copy thereof.

1. Name of conveying party(ies):

Johnny Appleseed's, Inc.

- Individuals Association
General Partnership Limited Partnership
Corporate-State Massachusetts
Other

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 4, 2004

2. Name and address of receiving party(ies):

Name: Banknorth, N.A.

Internal Address:

Street Address: 175 Cabot Street

City: Beverly State MA ZIP 01915

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?

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

A. Trademark Application No(s)

None

B. Trademark Registration No.(s)

- 1. 921,309 (9/28/71) 5. 1,809,067 (12/7/93)
2. 756,119 (9/3/63)
3. 941,094 (8/15/72) 6. 2,523,614 (12/25/01)
4. 1,771,355 (5/18/93)

Additional numbers attached? Yes No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP
101 Federal Street

Street Address:

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

6

7. Total fee (37 CFR 3.41)..... \$165.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:

(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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

6/7/04
Date

Total number of pages including cover sheet, attachments, and document 7

TRADEMARK

## SHORT FORM TRADEMARK SECURITY AGREEMENT

This Short Form Trademark Security Agreement (this "**Agreement**") is made as of June 4, 2004 ("**Effective Date**") by and between Johnny Appleseed's Inc., a Massachusetts corporation (the "**Borrower**") and Banknorth, N.A. (the "**Secured Party**").

WHEREAS, the Borrower and the Secured Party are parties to that certain Trademark Security Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"); and

WHEREAS, the Borrower and Secured Party are also parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which the Secured Party has agreed to make certain loans and other financial accommodations available to the Borrower, upon and subject to the terms and conditions thereof; and

WHEREAS, the Borrower is the owner and user of the trademarks listed on Schedule A hereto (the "**Trademarks**"); and

WHEREAS, among the security interests granted by the Borrower to the Secured Party pursuant to the Trademark Security Agreement and Loan Agreement are security interests in the Trademarks hereto, together with the goodwill of the business associated with and symbolized by the Trademarks; and

WHEREAS, the parties to the Trademark Security Agreement and Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Secured Party shall have all rights of the Borrower in and to the Trademarks and the goodwill of the business of the Borrower associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Secured Party, as foreclosing secured party, to continue such business of the Borrower or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Borrower;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Trademark Security Agreement, as if set forth fully herein, and the Borrower acknowledges that the Secured Party has a security interest in the Trademarks, together with the goodwill of the business associated with and symbolized by the Trademarks, as security for the Obligations (as defined in the Loan Agreement), and that the Borrower grants a security interest to the Secured Party in and to, all of the Borrower's right, title and interest in and to the Trademarks and the goodwill of the business associated therewith; the Borrower agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Secured Party; and the Borrower and the Secured Party

agree that this Agreement can and shall be used by Secured Party to record a security interest in the Trademarks in the United States Trademark Office or such other offices or locations as deemed appropriate by the Secured Party to secure such interests.


The Borrower hereby appoints the Secured Party as the Borrower's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Loan Agreement), to execute and deliver, in the name and on behalf of the Borrower, and to cause the recording of all such further assignments and other instruments as the Secured Party may reasonably deem necessary or desirable in order to carry out the intent of the Trademark Security Agreement, the Loan Agreement and this Short Form Trademark Security Agreement. The Borrower agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

THIS AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AND SHALL FOR THE PURPOSES HEREOF BE DEEMED TO BE PERFORMED AND MADE IN THE COMMONWEALTH OF MASSACHUSETTS, AND SHALL, FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID COMMONWEALTH OF MASSACHUSETTS.

**[Remainder of Page Intentionally Left Blank – Signature Page Follows]**

**IN WITNESS WHEREOF**, each of the undersigned has caused this Short Form Trademark Security Agreement to be executed by its duly authorized officer as an instrument under seal as of the day and year first written above.

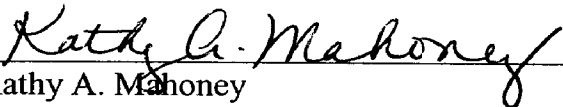
**JOHNNY APPLESEED'S, INC.**

By:   
David Walde  
Treasurer

Address for Notices to Borrower:

Johnny Appleseed's, Inc.  
30 Tozer Road  
Beverly, MA 01915  
Attn: David Walde, CFO  
Fax No.: 978-922-7001

**BANKNORTH, N.A.**

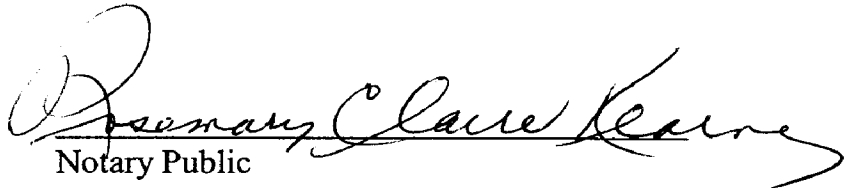
By:   
Kathy A. Mahoney  
Vice President

Address for Notices to Secured Party:

Banknorth, N.A.  
175 Cabot Street  
Beverly, MA 01915  
Attn: Kathy Mahoney, Vice President  
Fax No.: 978-524-2071

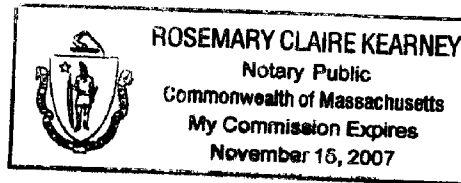
June 2, 2004

On this date the above named David Walde appeared in person before me and proved to me through satisfactory evidence of identification, which were A MA drivers license [Form of Identification] to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer for Johnny Appleseed's, Inc., a corporation.



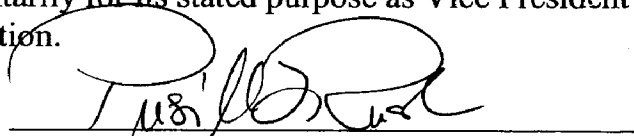
Notary Public

My commission expires:



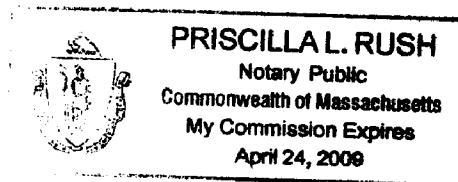
June 3, 2004

On this date the above named Kathy A. Mahoney appeared in person before me and proved to me through satisfactory evidence of identification, which were MA license [Form of Identification] to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Vice President for Banknorth, N.A., a national banking association.



Notary Public

My commission expires:



**Schedule A**

**Trademarks**

| <b>Intellectual Property</b>   | <b>Registration Number(s)</b> | <b>Date of Registration</b> |
|--|-------------------------------|-----------------------------|
| Johnny Appleseed's, Inc.   | 921,309                       | 9-28-71                     |
| Johnny Appleseed's, Inc.   | 756,119                       | 9-3-63                      |
| Design Only – showing silhouette profile   | 941,094                       | 8-15-72                     |
| Appleseed's  | 1,771,355                     | 5-18-93                     |
| Appleseed's and Design<br>Note: Filed application for extension December 2003; awaiting official confirmation from PTO | 1,809,067                     | 12-7-93                     |
| Lombardi   | 2,523,614                     | 12-25-01                    |