

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mother's Cake & Cookie Co.		01/28/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Catterton Partners V, L.P.
Street Address:	7 Greenwich Office Park, Suite 200, 599 West Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2235416	ANIMAL PARADE
Registration Number:	1121117	BAKERY WAGON
Registration Number:	1726011	BAKERY WAGON
Registration Number:	1840735	SINCE 1914
Registration Number:	2195959	CHOCOLATE CHIP ANGEL
Registration Number:	2187920	CHOCOLATE CHIP PARADE
Registration Number:	1718443	CIRCUS ANIMAL
Registration Number:	2601389	CIRCUS ANIMALS
Registration Number:	1173483	CLASSIC
Registration Number:	2187919	COCADAS
Registration Number:	2223302	COOKIE PARADE
Registration Number:	1581783	DINOSAUR GRRRAHAMS
Registration Number:	2267716	DIPPITY DELICIOUS
Registration Number:	1727924	ENGLISH TEA

OP \$1065.00 2235416

Registration Number:	0653158	EUPHRATES
Registration Number:	1088261	FLAKY FLIX
Registration Number:	0982380	FUDGE 'N CHIPS
Registration Number:	0793026	GAUCHOS
Registration Number:	0789770	JAM-BAR-EE
Registration Number:	2577137	JUST LIKE HOMEMADE!
Registration Number:	2298738	LEMON HEAVEN
Registration Number:	0862100	MOTHER'S
Registration Number:	0862099	MOTHER'S
Registration Number:	0252933	OLD MISSION
Registration Number:	0825874	RANGER
Registration Number:	0832623	RENDEZVOUS
Registration Number:	0825875	SORRENTO
Registration Number:	2187918	TAFFY
Registration Number:	2441274	THE BEST LITTLE COOKIE COMPANY
Registration Number:	0847422	THE COOKIES IN THE PASSIONATE PURPLE PACKAGE
Registration Number:	2293597	THE ORIGINAL CIRCUS ANIMAL COOKIES
Registration Number:	2601388	THE ORIGINAL CIRCUS ANIMALS
Registration Number:	2290497	THEY'RE FLAV-O-RIFIC
Registration Number:	0839245	TWO PLUS TWO
Registration Number:	2404622	WALLOPS!
Registration Number:	0825873	WHITE ANGEL
Serial Number:	76411707	CIRCUS
Serial Number:	75070062	MOTHER'S
Registration Number:	2646513	CIRCUS CRITTERS
Serial Number:	75572874	MOTHER'S COOKIES SINCE 1914
Serial Number:	76387432	MOTHER'S COOKIES CALIFORNIA ORIGINAL SINCE 1914
Registration Number:	1283873	MRS. WHEATLEY'S

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Julie L. Dalke, Esq.

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

TRADEMARK

REEL: 003035 FRAME: 0553

NAME OF SUBMITTER:	Anna T. Kwan
Signature:	/atk/
Date:	02/25/2005

Total Attachments: 20

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated January 28, 2005, is by and between MOTHER'S CAKE & COOKIE CO., a California corporation ("Debtor"), and CATTERTON PARTNERS V, L.P., a Delaware limited partnership, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates as set forth in the Term Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and final payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all

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applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED. The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) To Debtor's knowledge, all of the existing Trademarks are valid and subsisting in

full force and effect, and Debtor owns the sole, full and clear title to the Collateral, and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks (except as set forth in Section 3(h) hereof), including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party in writing to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor, to its knowledge, does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto.

(f) [Intentionally Omitted]

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United

States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default (as defined in the Loan Agreement) or Event of Default (as hereinafter defined) shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks (except as set forth in Section 3(h) hereof) as Debtor's exclusive property and to protect Secured Party's interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. To Debtor's knowledge, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If

requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interests and Lenders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for any such claim, suit, loss, damage, or expense that is a direct result of the gross negligence or willful misconduct of Secured Party as determined pursuant to a final non-appealable order of a court of competent jurisdiction. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be

granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the powers of attorney described in the Loan Agreement, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party or Lenders. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS

AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE

CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: c/o Dough Co.
 90 New Montgomery Street
 Suite 712
 San Francisco, California 94105
 Attention: Mr. Donald Stanners
 Telephone No.: (415) 357 9399
 Telecopy No.: (415) 357 9390

with a copy to: Latham & Watkins
 555 Eleventh Street, NW
 Suite 1000
 Washington, DC 20004-1304
 Attention: Eric Stern, Esq.
 Telephone No.: (202) 637-2200
 Telecopy No.: (202) 637-2201

If to Secured Party: Catterton Partners V, L.P., as Agent
 7 Greenwich Office Park
 Suite 200
 599 West Putnam Avenue

Greenwich, Connecticut 06830
Attention: Mr. Craig Sakin
Telephone No.: (203) 862-5743
Telecopy No.: (203) 629-4903
Telecopy No: 617-338-1497

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is cured in a manner satisfactory to Pledgee in good faith or waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MOTHER'S CAKE & COOKIE CO.

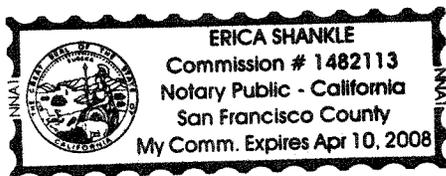
By: 

Name: Donald C. Stanner

Title: CFO

STATE OF California)
) ss.:
COUNTY OF San Francisco)

On the 27 day of January, 2005, before me personally came Donald Stanners to me known, who being by me duly sworn, did depose, acknowledge and say that he is the CEO of MOTHER'S CAKE & COOKIE CO., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



Erica Shankle
Notary Public

CATTERTON PARTNERS V, L.P., as Agent

By: Catterton Managing Partner V, L.L.C.,
its General Partner

By: CP5 Original Principals, L.L.C.,
its Managing Member

By: 
Name: Craig H. Sakin
Title: Authorized Person

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On the 22 day of January, 2005, before me personally came CRAIG SAKIN, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the AUTHORIZED PERSON of CATTERTON PARTNERS V, L.P., the limited partnership which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Judith M. Finta
Notary Public

MY COMMISSION EXPIRES JUNE 30, 2006

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application No. Registration No.</u>	<u>Filing Date/ Registration Date</u>
ANIMAL PARADE	Mother's Cake & Cookie Co.	USA	75/407682 2235416	Registered: 03/23/99 Sections 8&15: 3/23/2005 Renewal due: 3/23/2009
BAKERY WAGON	Mother's Cake & Cookie Co.	USA	73/160069 1121117	Registered: 06/26/79 Renewal due: 6/26/09
BAKERY WAGON AND DESIGN	Mother's Cake & Cookie Co.	USA	74/118541 1726011	Registered: 10/20/92 Renewal due: 10/20/2012
SINCE 1914 AND DESIGN	Mother's Cake & Cookie Co.	USA	74/418876 1840735	Registered: 06/21/94 Renewed 6/21/14
CHOCOLATE CHIP ANGEL	Mother's Cake & Cookie Co.	USA	75/385337 2,195,959	Registered: 10/13/98 Sections 8&15: 10/13/2004 Renewal due: 10/13/2008
CHOCOLATE CHIP PARADE	Mother's Cake & Cookie Co.	USA	75/385376 2,187,920	Registered: 09/08/98 Renewal due: 9/8/2008
CIRCUS	Mother's Cake & Cookie Co.	USA	76/411707	Pending Filing Date: 05/24/2002
CIRCUS ANIMAL	Mother's Cake & Cookie Co.	USA	74/078932 1,718,443	Registered: 9/22/1992 Renewal due: 9/22/12
CIRCUS ANIMALS	Mother's Cake & Cookie Co.	USA	75-459,849 2,601,389	Registered: 07/30/2002 Sections 8 & 15: 07/30/08 Renewal due: 07/30/2012

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CIRCUS CRITTERS	Mother's Cake & Cookie Co.	USA	76/006558 2,646,513	Registered: Nov. 5, 2002 Sections 8 & 15: Nov. 5, 2008 Renewal due: Nov. 5, 2012
CLASSIC	Mother's Cake & Cookie Co.	USA	73/160068 1,173,483	Registered: 10/13/81 Renewal due: 10/13/2011
COCADAS	Mother's Cake & Cookie Co.	USA	75/385339 2,187,919	Registered: 09/08/98 Renewal due: 9/8/2008
COOKIE PARADE	Mother's Cake & Cookie Co.	USA	75/380515 2,223,302	Registered: 02/09/99 Sections 8&15 due: 2/9/2005 Renewal due: 2/9/2009
DINOSAUR GRRRAHAMS	Mother's Cake & Cookie Co.	USA	73/745194 1,581,783	Registered: 02/06/90 Renewal due: 2/6/2010
DIPPITY DELICIOUS	Mother's Cake & Cookie Co.	USA	75/380347 2,267,716	Registered: 08/03/99 Sections 8&15 due: 8/3/2005 Renewal due: 8/3/2009
ENGLISH TEA	Mother's Cake & Cookie Co.	USA	74/224782 1,727,924	Registered: 10/27/92 Renewal due: 10/27/2012
EUPHRATES	Mother's Cake & Cookie Co.	USA	72/019377 653,158	Registered: 10/15/57 Renewal due: 10/15/2007
FLAKY FLIX	Mother's Cake & Cookie Co.	USA	73-098057 1088261	Registered: 3/28/1978 Renewal due: 3/28/2008
FUDGE 'N CHIPS	Mother's Cake & Cookie Co.	USA	72/448408 982,380	Registered: 04/16/74 Renewal due: 4/16/2014
GAUCHOS	Mother's Cake & Cookie Co.	USA	72/203330 793,026	Registered: 07/20/65 Renewal due: 7/20/2005

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JAM-BAR-EE	Mother's Cake & Cookie Co.	USA	72/193196 789,770	Registered: 05/18/65 Renewal due: 5/18/2005
JUST LIKE HOME MADE! AND DESIGN	Mother's Cake & Cookie Co.	USA	75-846,398 2,577,137	Registered: 06/11/2002 Sections 8 & 15: 06/11/2008 Renewal due: 06/11/2012
LEMON HEAVEN	Mother's Cake & Cookie Co.	USA	75/380327 2,298,738	Registered: 12/07/99 Sections 8&15 due: 12/7/2005 Renewal due: 12/7/2009
MOTHER'S	Mother's Cake & Cookie Co.	USA	75/070062	Pending Filed: March 11, 1996
MOTHER'S COOKIES SINCE 1914 AND DESIGN	Mother's Cake & Cookie Co.	USA	75-572,874	Pending Filed: Oct. 19, 1998 Published: July 10, 2001
MOTHER'S COOKIES CALIFORNIA ORIGINAL SINCE 1914 AND DESIGN	Mother's Cake & Cookie Co.	USA	76/387,432	Pending Filed: Mar. 26, 2002
MOTHER'S AND DESIGN	Mother's Cake & Cookie Co.	USA	72/300880 862,100	Registered: 12/17/68 Renewal due: 12/17/2008
MOTHER'S AND DESIGN	Mother's Cake & Cookie Co.	USA	72/300879 862,099	Registered: 12/17/68 Renewal due: 12/17/2008
MRS. WHEATLEY'S	Mother's Cake & Cookie Co.	USA	73/345898 1,283,873	Registered: 6/26/84 Renewal due: 6/26/04 (renewal status unknown)
OLD MISSION AND DESIGN	Mother's Cake & Cookie Co.	USA	71/264185 252,933	Registered: 02/19/29 Renewal due: 2/19/2009
RANGER	Mother's Cake & Cookie Co.	USA	72/237242 825,874	Registered: 03/14/67 Renewal due: 3/14/2007

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RENDEZVOUS	Mother's Cake & Cookie Co.	USA	72/243568 832,623	Registered: 07/25/67 Renewal due: 7/25/2007
SORRENTO	Mother's Cake & Cookie Co.	USA	72/237243 825,875	Registered: 03/14/67 Renewal due: 3/14/2007
TAFFY	Mother's Cake & Cookie Co.	USA	75/385336 2,187,918	Registered: 09/08/98 Renewal due: 9/8/2008
THE BEST LITTLE COOKIE COMPANY	Mother's Cake & Cookie Co.	USA	75-447,239 2,441,274	Registered: 04/03/2001 Renewal due: 04/03/2011
THE COOKIES IN THE PASSIONATE PURPLE PACKAGE	Mother's Cake & Cookie Co.	USA	72/257720 847,422	Registered: 04/09/68 Renewal due: 4/9/2008
THE ORIGINAL CIRCUS ANIMAL COOKIES	Mother's Cake & Cookie Co.	USA	75/459942 2,293,597	Registered: 11/16/99 Sections 8&15 due: 11/16/2005 Renewal due: 11/16/2009
THE ORIGINAL CIRCUS ANIMALS	Mother's Cake & Cookie Co.	USA	75-459,646 2,601,388	Registered: 07/30/2002 Sections 8&15 due: 07/30/2008 Renewal due: 07/30/2012
THEY'RE FLAV-O- RIFIC	Mother's Cake & Cookie Co.	USA	75/380454 2,290,497	Registered: 11/2/1999 Sections 8&15 due: 11/2/2005 Renewal due: 11/2/2009
TWO PLUS TWO	Mother's Cake & Cookie Co.	USA	72/260758 839,245	Registered: 11/21/1967 Renewal due: 11/21/2007
WALLOPS!	Mother's Cake & Cookie Co.	USA	75/503502 2,404,622	Registered: 11/14/2000 Sections 8&15 due: 11/14/2006 Renewal due: 11/14/2010

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WHITE ANGEL	Mother's Cake & Cookie Co.	USA	72/237241 825,873	Registered: 03/14/67 Renewal due: 3/14/2007

Country	Mark	Reg. (App.) No. Reg. (App.) Date	Description of Goods	Status
Canada	TAFFY	(118790300) (August 21, 2003)	Cookies.	Pending
Canada	MOTHER'S	(113521700) (March 22, 2002)	Cookies and snack foods namely, cakes, cookies, crackers and other bakery goods namely, muffins and pastries.	Pending
Canada	CIRCUS ANIMAL	(118978900) (September 4, 2003)	Cookies.	Pending
Japan	SINCE 1914 WHEATLEY'S COOKIES 	3269563 March 12, 1997	Confectionary, Bread, Buns	Registered.
Norway	BAKERY WAGON	174242 June 13, 1996	Biscuit goods; fancy biscuits; bread; pastes; confectionery; biscuits; preparations made of corn, flour, bread or pastes.	Registered.
United Kingdom	BAKERY WAGON	2131578 February 27, 1998	Cookies, bread, pastry, confectionery, biscuits, preparations made from cereals, flour, bread or pastry.	Registered.

State	Mark	Reg. No. Reg. Date	Description of Goods	Comments
Alaska	MOTHER'S	320 November 24, 1961	Foods and ingredients of foods, particularly, bakery products	Renewed October 19, 2001
Arizona	MOTHER'S	005,641	Foods and ingredients of foods	Renewed November 29, 2001
Arkansas	MOTHER'S	2213 December 22, 1982	Bakery products except bread and pies	Renewed December 27, 2002
California	TRIPLETS	46404 April 15, 1968	Cookies	Renewed April 15, 1998
California	MOTHER'S	40516	Crackers, cookies, fruit cake	Renewed August 31, 1999

State	Mark	Reg. No. Reg. Date	Description of Goods	Comments
		October 1, 1959	and bakery products in general	
Colorado	MOTHER'S	19851009934 November 13, 1962	Foods and ingredients of foods	Renewed November 8, 2002
Idaho	MOTHER'S	3472 December 29, 1952	Cookies	Renewed February 7, 1996
Kansas	MOTHER'S	n/a August 25, 1982	Bakery products except bread and pies	Renewed December 23, 2002
Louisiana	MOTHER'S	n/a December 4, 1952	Staple Foods	Renewed December 4, 2002
Minnesota	MOTHER'S	1131 February 13, 1960	Crackers, cookies, fruit cake and general bakery products	Renewed April 19, 2001
Montana	MOTHER'S	T005086 April 28, 1949	Bakery products	Renewed August 8, 2000
Nebraska	MOTHER'S	6,849,911 December 23, 1959	Bakery Goods	Renewed August 29, 1989
Nevada	MOTHER'S	5202 July 1, 1980	Foods and ingredients of foods	Renewed May 19, 2000
New Mexico	MOTHER'S	4280 August 18, 1985	Cookies in Class 30.	Renewed October 15, 2002
North Dakota	MOTHER'S	5423500 December 26, 1952	Cookies	Renewed December 20, 2002
Oklahoma	MOTHER'S	8051 December 29, 1952	Crackers, cookies, fruit cake and bakery products in general	Renewed January 6, 2003
Oregon	MOTHER'S	T5400 February 3, 1944	Bakery products except bread and pies	Renewed August 5, 2002
Puerto Rico	MOTHER'S	57,773	Cookies & bakery products	
South Dakota	MOTHER'S	n/a	Foods and ingredients of foods	
Texas	MOTHER'S	25619 February 14, 1966	Cakes, cookies, crackers, etc.	Renewed January 16, 1996
Utah	MOTHER'S	033,144	Cookies	
Washington	MOTHER'S	909 November 1, 1975	Bakery products bread and pies.	Renewed April 12, 2002
Wyoming	MOTHER'S	3640 December 3, 1952	Crackers, cake & cookie	Renewed January 12, 1996
Wyoming	MOTHER'S	478	Foods and ingredients of foods	