

04-15-2005



<div style="display: flex; justify-content: space-between;"> 4/14/05 102982346 EET </div> <div style="text-align: center; font-weight: bold; margin-top: 5px;">TRADEMARKS ONLY</div>	
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): <div style="text-align: center; padding: 5px;">ARCHWAY COOKIES, LLC</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>Limited Liability Company</u> </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>1/28/2005</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>	2. Name and address of receiving party(ies) <div style="text-align: right; margin-bottom: 5px;"><input type="checkbox"/> Yes</div> Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Congress Financial Corporation (New England), as Agent</u> Internal Address: _____ Street Address: <u>One Post Office Square</u> City: <u>Boston</u> State: <u>Massachusetts</u> Country: <u>USA</u> Zip: <u>02109</u> <div> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Massachusetts</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Citizenship _____ </div> If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name </div> </div>	
4. Application number(s) or registration number(s) and identification or description of the Trademark. <div style="display: flex;"> <div style="width: 50%;"> A. Trademark Application No.(s) SEE EXHIBIT A ANNEXED HERETO </div> <div style="width: 50%;"> B. Trademark Registration No.(s) SEE EXHIBIT A ANNEXED HERETO </div> </div> <div style="text-align: right; margin-top: 5px;"> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)	
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Helen M. Linehan</u> Internal Address: <u>Otterbourg, Steindler, Houston & Rosen, P.C.</u> Street Address: <u>230 Park Avenue</u> City: <u>New York</u> State: _____ Zip: <u>10169</u> Phone Number: <u>212-661-9100 X 709</u> Fax Number: <u>917-368-7111</u> Email Address: <u>hlinehan@oshr.com</u>	6. Total number of applications and registrations involved: 57 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,440.00 <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ <div style="text-align: right;">Expiration Date _____</div> b. Deposit Account Number _____ Authorized User Name: _____
9. Signature: <u>Helen M. Linehan</u> 4/8/05 <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Signature Date </div>	

04/15/2005 DBYRME 00000003 76589648

01 FC:8521

02 FC:8522

Helen M. Linehan

40000000 of Person Signing

 Document recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

 Total number of pages including cover sheet, attachments, and document. 23

 TRADEMARK
 REEL: 003146 FRAME: 0229

EXHIBIT A
TO
RECORDATION FORM COVER SHEET
(TRADEMARKS ONLY)

Trademark Application No.	Trademark Registration No.	Trademark Registration No.
76589648	1910876	2132678
78278098	1671959	1965373
76392879	2452523	0539232
76477990	1866524	1755604
76477989	1929849	2322621
	809349	836407
	1867742	841713
	2211961	1561226
	1582820	1640703
	1400783	652140
	434589	2071628
	2283711	2187261
	1868948	607363
	1544688	2263790
	810843	1802878
	1612252	834843
	1555978	615405
	1520007	2123030
	1754579	2374285
	1618960	2355584
	808624	1546643
	1742432	1865364
	836408	2085100
	845572	858047
	2106597	1544688
	439154	1668706

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated January 28, 2005, is by and between ARCHWAY COOKIES, LLC, a Delaware limited liability company ("Debtor"), and CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), a Massachusetts corporation, 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 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

489199.1

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) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(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: Congress Financial Corporation (New England), as Agent
One Post Office Square
Suite 3600
Boston, Massachusetts 02109
Attention: Portfolio Manager
Telephone No: 617-338-1198
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.

ARCHWAY COOKIES, LLC

By: 

Title: CFO

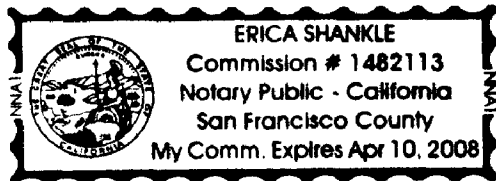
CONGRESS FINANCIAL CORPORATION
(NEW ENGLAND), as Agent

By: _____

Title: _____

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

On the 28 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
CFO of ARCHWAY COOKIES, LLC, the company which executed the foregoing
instrument and that he signed his name thereto by order of the managers of said company.



Erica Shankle
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of January, 2005, before me personally came _____, to
me known, who being by me duly sworn, did depose, acknowledge and say that he is the
_____ of CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), the corporation
which executed the foregoing instrument and that he signed his name thereto by order of the
Board of Directors of said corporation.

Notary Public

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

ARCHWAY COOKIES, LLC

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION
(NEW ENGLAND), as Agent

By:  _____

Title: First Vice-President

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of January, 2005, before me personally came _____,
to me known, who being by me duly sworn, did depose, acknowledge and say that he is the
_____ of ARCHWAY COOKIES, LLC, the company which executed the foregoing
instrument and that he signed his name thereto by order of the managers of said company.

Notary Public

COMMONWEALTH
STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On the 28th day of January, 2005, before me personally came ROBERT A. KINNE, to
me known, who being by me duly sworn, did depose, acknowledge and say that he is the
1st VP of CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), the corporation
which executed the foregoing instrument and that he signed his name thereto by order of the
Board of Directors of said corporation.

Michelle Simon Long
Notary Public



MICHELLE SIMON LONG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 27, 2011

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 or Registration No.</u>	<u>Filing Date/ Registration Date</u>
AMERICA'S FINEST COOKIES	Archway Cookies, LLC	USA	74/4793888 1910876	Registered: 08/08/1995 Renewal due: 08/08/2005
ARCHWAY AND DESIGN	Archway Cookies, LLC	USA	74/139450 1,671,959	Registered: 01/14/92 Renewal due: 1/14/2012
ARCHWAY	Archway Cookies, LLC	USA	74/137548 1,668,706	Registered: 12/17/91 Renewal due: 12/17/2011
ARCHWAY HOME STYLE COOKIES AND DESIGN	Archway Cookies, LLC	USA	75-759,984 2,452,523	Registered: May 22, 2001 Renewal due: May 22, 2011
BANANARAMAS	Archway Cookies, LLC	USA	74/422,290 1,866,524	Registered: 12/06/94 Renewal due: 12/6/2004 Not able to be renewed.
BRANDS YOU TRUST...COOKIES YOU LOVE!	Archway Cookies, LLC	USA	74/593,095 1,929,849	Registered: 10/24/1995 Renewal due: 10/24/2005
BURRY'S CHEEZ*TRAWS & Design	Archway Cookies, LLC	USA	72/172,519 809,349	Registered: 05/31/66 Renewal due: 5/31/2006
COOKIE LEGENDS	Archway Cookies, LLC	USA	74/426,000 1,867,742	Registered: 12/13/94 Renewal due: 12/13/2004
CRISPY CLASSICS	Archway Cookies, LLC	USA	76589648	Filed: 4/23/2004



<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
CRISPYSTIX	Archway Cookies, LLC	USA	75/223,024 2,211,961	Registered: 12/15/98 Sections 8: 12/15/2004 Renewal due: 12/15/2008
DELICIOUS	Archway Cookies, LLC	USA	73/755,292 1,582,820	Registered: 2/13/90 Renewal due: 2/13/2010
DELICIOUS AND DESIGN	Archway Cookies, LLC	USA	73/540,848 1,400,783	Registered: 7/8/1986 Renewal due: 7/8/2006
DEVILMINT (Stylized Letters)	Archway Cookies, LLC	USA	71/511,762 434,589	Registered: 11/25/1947 Renewal due: 11/25/2007
DOUBLE CREMES	Archway Cookies, LLC	USA	75/284,486 2,283,711	Registered: 10/5/1999 Sections 8&15: 10/5/2005
DREAM CREAMS	Archway Cookies, LLC	USA	74/357,436 1,868,948	Registered: 12/20/1994 Renewal due: 12/20/2004 Not renewed.
FAWN FOODS & DESIGN	Fawn Foods Inc. (Archway Cookies, LLC)	USA	73/661446 1544688	Registered: 06/20/89 Renewal due: 06/20/2009
FIDDLE FLAKES	Archway Cookies, LLC	USA	72/218,026 810,843	Registered: 7/5/1966 Renewal due: 7/5/2006
FRACKERS	Archway Cookies, LLC	USA	74/012,955 1,612,252	Registered: 9/4/1990 Renewal due: 9/4/2010
FROOKIE	Archway Cookies, LLC	USA	73/774,125 1,555,978	Registered: 9/12/1989 Renewal due: 9/12/2009
FROOKIES	Archway Cookies, LLC	USA	73/657991 1,520,007	Registered: 01/10/1989 Renewal due: 01/10/2009
FROOKWICH	Archway Cookies, LLC	USA	74/166,123 1,754,579	Registered: 2/23/1993 Renewal due: 02/23/2013

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
FRUITINS	Archway Cookies, LLC	USA	73/836,615 1,618,960	Registered: 10/23/90 Renewal due: 10/23/2010
FUDGE TOWN	Archway Cookies, LLC	USA	72/224,646 808,624	Registered: 5/17/1966 Renewal due: 5/17/2006
FUNKY MONKEYS	Archway Cookies, LLC	USA	74/079,879 1,742,432	Registered: 12/22/1992 Renewal due: 12/22/2012
GENERAL HENRY	Archway Cookies, LLC	USA	78/278098	Pending Filed: July 24, 2003
LEMON PUNCH	Archway Cookies, LLC	USA	72/253,338 836,408	Registered: 10/03/67 Renewal due: 10/3/2007
LICKITY SPLITS	Archway Cookies, LLC	USA	72/282,031 845,572	Registered: 3/5/1968 Renewal due: 3/5/2008
MAMA'S	Archway Cookies, LLC	USA	75/114,118 2,106,597	Registered: 10/21/1997 Renewal due: 10/21/2007
MAMA'S (Stylized Letters)	Archway Cookies, LLC	USA	71/486,795 439,154	Registered: 6/8/1948 Renewal due: 6/8/2008
DESIGN ONLY (Mama's character)	Archway Cookies, LLC	USA	75/247,999 2,132,678	Registered: 01/27/98 Renewal due: 01/27/2008
MOTHER'S	Archway Cookies, LLC	USA	76/392,879	Pending Filed: April 9, 2002
MRS. ALISON'S	Archway Cookies, LLC	USA	74/645756 1,965,373	Registered: 04/02/1996 Renewal due: 04/02/2006
MRS. ALISON'S (Stylized Letters)	Archway Cookies, LLC	USA	71/566113 0539232	Registered: March 13, 1951 Renewal due: March 13, 2011
MRS. ALISON'S COOKIES & DESIGN	Archway Cookies, LLC	USA	74/292620 1,755,604	Registered: 03/02/1993 Renewal due: March 2, 2013

<u>Trademark</u>	<u>Company</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
MRS. ALISON'S Great Taste Since 1933 AND DESIGN	Archway Cookies, LLC	USA	76/477990	Filed: Dec. 23, 2002
ONE POUNDER	Archway Cookies, LLC	USA	75/687,738 2,322,621	Registered: 2/22/2000 Section 8 & 15: 2/22/2006
ORANGE PUNCH	Archway Cookies, LLC	USA	72/253,336 836,407	Registered: 10/03/67 Renewal due: 10.3.2007
PINK PUNCH	Archway Cookies, LLC	USA	72/253,337 841,713	Registered: 1/2/1968 Renewal due: 1/2/2008
R.W. FROOKIE AND DESIGN	Archway Cookies, LLC	USA	73/779,647 1,561,226	Registered: 10/17/89 Renewal due: 10/17/2009
REGENCY	Archway Cookies, LLC	USA	74/061,733 1,640,703	Registered: 4/9/1991 Renewal due: 4/9/2011
ROYAL	Archway Cookies, LLC	USA	71/684,069 652,140	Registered: 9/24/1957 Renewal due: 9/24/2007
SALERNO	Archway Cookies, LLC	USA	75/111,370 2,071,628	Registered: 6/17/1997 Renewal due: 6/17/2007
SALERNO AND DESIGN	Archway Cookies, LLC	USA	75/243,716 2,187,261	Registered: 9/8/1998 Renewal due: 9/8/2008
SALERNO (Stylized Letters)	Archway Cookies, LLC	USA	71/661,229 607,363	Registered: 6/14/1955 Renewal due: 6/14/2005
SALERNO A Chicago Favorite Since 1933 AND DESIGN	Archway Cookies, LLC	USA	76/477989	Filed: Dec. 23, 2002
SANTA'S FAVORITES	Archway Cookies, LLC	USA	75/499,377 2,263,790	Registered: 7/20/1999 Sections 8&15: 7/20/2005 Renewal due: 7/20/2009

Trademark	Company	Country	Application or Registration No.	Filing Date/ Registration Date
SCHOOLHOUSE COOKIES & DESIGN	Archway Cookies, LLC	USA	74/297426 1,802,878	Registered: 11/02/1993 Renewal due: 11/02/2013
SCOOTER PIE	Archway Cookies, LLC	USA	72/203,529 834,843	Registered: 9/5/1967 Renewal due: 9/5/2007
SCOOTER-PUFFS	Archway Cookies, LLC	USA	72/296,238 858,047	Registered: 10/1/1968 Renewal due: 10/1/2008
SHUR-GOOD (Stylized Letters)	Archway Cookies, LLC	USA	71/676840 615405	Registered: 11/1/1955 Renewal due: 11/01/2005
SHUR-GOOD BRAND AND DESIGN	Archway Cookies, LLC	USA	75/129696 2123030	Registered: 12/23/1997 Renewal due: 12/23/2007
SKY CRISPS	Archway Cookies, LLC	USA	75/508874 2374285	Registered: 08/08/2000 Sec. 8&15 due: 08/08/2006 Renewal due: 08/08/2010
TASTE THE FUN	Archway Cookies, LLC	USA	75/243,717 2,355,584	Registered: 6/6/2000 Section 8&15: 6/6/2006 Renewal due: 6/6/2010
THE GOOD FOR YOU COOKIE	Archway Cookies, LLC	USA	73/762213 1,546,643	Registered: 07/04/1989 Renewal due: 07/04/2009
THE HOMESTYLE COLLECTION AND DESIGN	Archway Cookies, LLC	USA	74/323860 1,865,364	Registered: 11/29/94 Renewal due: 11/29/2004
TWO POUNDER	Archway Cookies, LLC	USA	75/114,111 2,085,100	Registered: 07/29/1997 Renewal due: 07/29/2007

Mark	Reg. No. Reg. Date	Description of Goods	Comments
FAWN FOODS 	1544688 June 20, 1989	Bakery goods namely, cookies, bread, pastries, biscuits, crackers, cakes, pies, tarts in Class 30.	Registered to Fawn Foods Inc., which was acquired by Archway Cookies, LLC through its merger with Perry Cookie Company, Inc.

Country	Mark	Reg. No. Reg. Date	Description of Goods	Status
Canada	ARCHWAY	TMA101622 October 14, 1955	Cookies.	Renewed October 14, 2000
Canada	ARCHWAY HOME STYLE COOKIES & DESIGN 	TMA141370 August 20, 1965	Cookies.	Renewed August 20, 1995
Canada	BE A GOOD COOKIE	TMA433471 September 16, 1994	Charitable fundraising services for others.	Registered.
Canada	CHEEZ*TRAWS	TMA177169 April 27, 1970	Biscuits.	Renewed July 23, 2001
Canada	COOKIES FOR KIDS	TMA433470 September 16, 1994	Charitable fundraising services for others.	Registered.
Canada	DELICIOUS	TMA398138 May 15, 1992	Snack foods, namely cookies, crackers, cones for use with ice cream, breadsticks and pretzels.	Registered.
Canada	FRACKERS	TMA388775 September 6, 1991	Cookies, snack crackers.	Registered.
Canada	FROOKIE	TMA380830 March 1, 1991	Cookies and snack crackers.	Registered.
Canada	FROOKIES	TMA369209 June 8, 1990	Cookies, snack crackers	Registered.
Canada	FRUITINS	TMA388774 September 6, 1991	Cookies, snack crackers.	Registered.
Canada	FUDGE TOWN	TMA176246 May 21, 1971	Cookies.	Renewed May 21, 2001
Canada	R.W. FROOKIE & DESIGN 	TMA385197 May 31, 1991	Cookies and snack crackers.	Registered.
Canada	R.W. FROOKS	TMA394588 February 28, 1992	Cookies, snack crackers and candy bars.	Registered.

State	Mark	Reg. No. Reg. Date	Description of Goods	Comments
Colorado	ARCHWAY	851010403	Baked goods and more particularly cookies and the	Renewed April 1, 2003

			like	
Hawaii	ARCHWAY	240270 June 9, 2000	Baked goods, namely, cookies and the like.	Registered
Idaho	ARCHWAY	16357	Baked goods and more particularly cookies and the like	Registered
Illinois	SALERNO	080860	Cookies, crackers, wafers and biscuits	Registered
Kentucky	ARCHWAY	11863	Baked goods and more particularly cookies and the like	Registered
Kentucky	ARCHWAY & Design	8607	Baked goods and more particularly cookies and the like	Renewed April 6, 1999
Maine	ARCHWAY	19810147M May 26, 1966	Baked goods, cookies, etc.	Renewed February 22, 2001
Michigan	ARCHWAY	M52-001	Baked goods and more particularly cookies and the like	Renewed November 15, 2000
New Hampshire	ARCHWAY 'HOME STYLE COOKIES'	n/a	Cookies	Registered
North Dakota	ARCHWAY	5094400	n/a	Renewed June 4, 1986
Ohio	ARCHWAY	4097	Foods and ingredients of foods	Renewed January 29, 1992
Ohio	HOME STYLE	4096	Foods and ingredients of foods	Renewed January 29, 1992
Oregon	ARCHWAY	T10326	n/a	
Washington	ARCHWAY	5988 February 4, 1976	Baked goods, and more particularly cookies and the like.	Renewed April 12, 2002
West Virginia	ARCHWAY	24722 November 9, 1966	Foods and ingredients of foods, particularly baked goods, and more particularly cookies and the like.	Renewed May 25, 2001
West Virginia	ARCHWAY	213300 April 6, 1955	Foods and ingredients of food.	Renewed May 25, 2001

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that ARCHWAY COOKIES, LLC ("Debtor"), having an office at 67 West Michigan Avenue, Suite 200, Battle Creek, Michigan 49107, hereby appoints and constitutes, CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), as Agent ("Secured Party "), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: January __, 2005

ARCHWAY COOKIES, LLC

By: _____

Title: _____

STATE OF)
) ss.:
COUNTY OF)

On the __ day of January, 2005, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of ARCHWAY COOKIES, LLC, the company which executed the foregoing instrument and that he signed his name thereto by order of the managers of said company.

Notary Public