

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

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

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

**OTIS SPUNKMEYER, INC.**  
c/o Code Hennessy & Simmons LLC  
10 South Wacker Drive, Suite 3175  
Chicago, Illinois 60606  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other  
Citizenship Delaware  
Execution Date(s) September 1, 2005

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

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No  
Name: MERRILL LYNCH CAPITAL, a  
division of MERRILL LYNCH BUSINESS  
FINANCIAL SERVICES  
Internal Address: 17<sup>th</sup> Floor  
Street Address: 222 N. LaSalle Street  
City: Chicago  
State: Illinois  
Country: USA Zip: 60601

Association – Citizenship \_\_\_\_\_  
 General Partnership – Citizenship \_\_\_\_\_  
 Limited Partnership – Citizenship \_\_\_\_\_  
 Corporation – Citizenship Delaware  
 Other \_\_\_\_\_  
Citizenship \_\_\_\_\_

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

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Other Collateral Agreement (Trademarks)

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

A. Trademark Application No(s).

**78130258    76629844    76629841**  
**76629843    76629840    76629842**  
**78130282    76614681**

B. Trademark Registration No(s).

**2695908**

Additional numbers attached?  Yes  No

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

Jonathan Seiden, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3697  
Fax: (212) 735-3697  
JSeiden@skadden.com

**6. Total number of applications and registrations involved: 9**

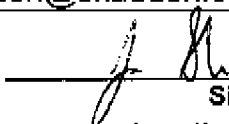
**7. Total fee (37 CFR 1.21(h) and 3.41) \$200**

All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 374220/2142)**

**8. Payment Information**

Deposit Account No. 19-2385  
Authorized user Name: Philip H. Bartels

**9. Signature.**



Signature

Jonathan Seiden, Esq.

Name of Person Signing

October 13, 2005

Date

Total number of pages including cover sheet, and documents:

5

CH \$240.00 192385 78130258

## COLLATERAL AGREEMENT (TRADEMARKS)

This COLLATERAL AGREEMENT (TRADEMARKS) is between OTIS SPUNKMEYER, INC., a Delaware corporation, located at c/o Code Hennessy & Simmons LLC, 10 South Wacker Drive, Suite 3175, Chicago, Illinois 60606 ("Assignor") and MERRILL LYNCH CAPITAL, a division of MERRILL LYNCH BUSINESS FINANCIAL SERVICES ("Assignee"), a Delaware corporation, located at 222 N. LaSalle Street, 17th Floor, Chicago, Illinois 60601, as Administrative Agent under the Second Amended and Restated Collateral Agreement, dated as of September 1, 2005, made by Assignor and certain affiliates thereof in favor or Assignee (the "Collateral Agreement"). Defined terms used herein and not otherwise defined herein shall have the meanings set forth (or incorporated by reference) in the Collateral Agreement.

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

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

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

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

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

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

OTIS SPUNKMEYER, INC.

By: John S. Schiavo

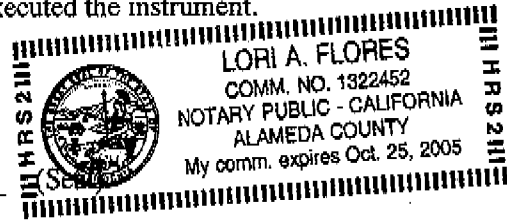
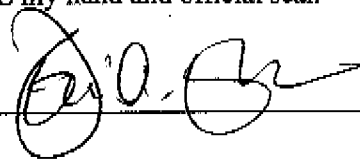
Name: John S. Schiavo  
Title: CEO

STATE OF California  
COUNTY OF Alameda ) SS.

On 9/22 2005, before me, Lori Flores, Notary Public, personally appeared John S. Schawo, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



SCHEDULE 1 TO COLLATERAL AGREEMENT (TRADEMARKS)

Trademark	Registration Date	Reg. No.
CHOMPERS (Cl. 30)	3/11/03	2,695,908

Trademark	Application Date	Application No.
CHIPPERY (Cl. 30)	5/21/02	78/130,258
CHIPPERY (Cl. 35)	1/31/05	76/629,844
CHIPPERY (Cl. 36)	1/31/05	76/629,841
CHIPPERY & Design (Cl. 35)	1/31/05	76/629,843
CHIPPERY & Design (Cl. 36)	1/31/05	76/629,840
THE CHIPPERY.COM (Cl. 35)	1/31/05	76/629,842
CHOMPERS & Design (Cl. 30)	5/21/02	78/130,282
MAKE SOMEONE HAPPY (Cl. 30)	10/5/04	76/614,681