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ginal documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Johnny Appleseed's, Inc. *11-18-05*

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

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: November 14, 2005

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

Name: TD Banknorth, N.A., as Agent

Internal Address:

Street Address: 175 Cabot Street

City: Beverly State MA ZIP 01915

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

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

A. Trademark Application No(s)

See Schedule I attached hereto

B. Trademark Registration No.(s)

See Schedule I attached hereto

11/16/2005 DBYRNE 00000113 1773058

01 FC:8521  
02 FC:8522

40.00 OR  
250.00 OR

Additional numbers attached?  Yes  No

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

Name: Judy Radoccia

Internal Address: Edwards Angell Palmer & Dodge LLP  
101 Federal Street

Street Address:

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 11

7. Total fee (37 CFR 3.41)..... \$290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

November 17, 2005

Date

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

## SCHEDULE I

Johnny Appleseed's, Inc. registered trademarks and trademark applications (U.S. only):

HAYMAKER	74318369 9/28/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1773058 5/25/93
JOHNNY APPLESEED'S	72367139 8/5/70	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0921309 9/28/71
BRIGHT IDEA	76250318 5/2/01	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2644241 10/29/02
LOMBARDI	75856628 11/24/99	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2523614 12/25/01
LESTER SQUARE	75364838 9/29/97	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2203937 11/17/98
THE TOG SHOP and Design	74318388 9/28/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1910140 8/8/95
Design Only	72367296 8/6/70	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0941094 8/15/72
JOHNNY APPLESEED'S	72139756 3/13/62	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0756119 9/3/63
THE TOG SHOP	76339685 11/20/01	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2777318 10/28/03
APPLESEED'S	74303455 8/12/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1771355 5/18/93
APPLESEED'S and Design	74333322 11/23/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1809067 12/7/93

Service marks and service mark applications: None.

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**TRADEMARK**  
**REEL: 003255 FRAME: 0428**

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 14, 2005, by JOHNNY APPLESEED'S, INC. (the "**Pledgor**"), in favor of TD BANKNORTH, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "**Agent**").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (the "**Agreement**") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows.]

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TRADEMARK  
REEL: 003255 FRAME: 0429

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**JOHNNY APPLESEED'S, INC.**

By: 

T. Neale Attenborough  
Chief Executive Officer

Accepted and Agreed:

**TD BANKNORTH, N.A., as Agent**

By: \_\_\_\_\_

Kathy A. Mahoney  
Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**JOHNNY APPLESEED'S, INC.**

By: \_\_\_\_\_  
T. Neale Attenborough  
Chief Executive Officer

Accepted and Agreed:

**TD BANKNORTH, N.A., as Agent**

By: *Kathy A. Mahoney*  
Kathy A. Mahoney  
Vice President

**SCHEDULE I**  
to  
**Trademark Security Agreement**

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