TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rain Creek Baking Corporation		05/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78223719	SINBAD
Serial Number:	78505716	TURTLE SHELLS
Registration Number:	3028567	SINBAD SWEETS
Registration Number:	2847507	THE RAIN CREEK BAKING COMPANY
Registration Number:	2907267	SINASWEETS

CH $140.00 78223719

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1631860

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/04/2006

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 1st day of May, 2006, RAIN CREEK BAKING CORPORATION, a Delaware corporation (*"Debtor"*) with its principal place of business and mailing address at 4501 West District Boulevard, Chicago, Illinois 60632, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (*"Secured Party"*), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations (as such term is defined in the Security Agreement defined below) of Debtor and the other debtors as set out in that certain Amended and Restated Security Agreement bearing even date herewith by and among Debtor, the other debtors party thereto, and the Secured Party (as the same may be amended, modified or restated from time to time hereinafter referred to as the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAIN CREEK BAKING CORPORATION

By _____
Its Vice President

Suken Shah
(Type or Print Name)

HARRIS N.A.

By _____
Its _____

_____
(Type or Print Name)

TRADEMARK
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Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAIN CREEK BAKING CORPORATION

By _____
Its _____

_____
(Type or Print Name)

HARRIS N.A.

By Betzaida Eidelyi
Its Vice President

Betzaida Erdelyi
(Type or Print Name)

TRADEMARK
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SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
SinBad Sweets (and design)	3,028,567	December 13, 2005
The Rain Creek Baking Company	2,847,507	June 1, 2004
SinaSweets	2,907,267	November 30, 2004

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	FILED
Sinbad	U.S. App. No. 78/223,719	March 10, 2003
Turtle Shella (and design)	U.S. App. No. 78/505,716	October 26, 2004

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.