

3/14/06

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORD
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03-17-2006



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents a

103199322

original documents or copy thereof.
of receiving party(ies):

1. Name of conveying party(ies):
Johnny Appleseed's, Inc.
 Individuals Association
 General Partnership Limited Partnership
 Corporate-State Massachusetts
 Other

Name: TD Banknorth, N.A., as Agent
Internal Address: _____
Street Address: 175 Cabot Street
City: Beverly State MA ZIP 01915

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: November 14, 2005

4. Application number(s) or patent number(s):
A. Trademark Application No(s)
See Schedule I attached

B. Trademark Registration No.(s)
See Schedule I attached

03/16/2006 DBYRNE 00000014 72367139
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

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
Street Address: 111 Huntington Avenue
City: Boston State MA ZIP 02199

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41)..... \$165.00
 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

March 14, 2006
Date

Total number of pages including cover sheet, attachments, and document 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 003316 FRAME: 0456

SCHEDULE I
to
Trademark Security Agreement

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

Trademark	App. No. Filing Date	Owner/Group Information	Reg. No. Reg. Date
JOHNNY APPLESEED'S	72367139 8/5/70	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0921309 9/28/71
LOMBARDI	75856628 11/24/99	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2523614 12/25/01
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
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

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.]

BOS_510405_2

[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

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

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

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