

**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
Wenner Bread Products, Inc.		08/10/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Business Financial Services Inc.
Doing Business As:	DBA Merrill Lynch Capital
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2930585	STEAKHOUSE STYLE
Registration Number:	2642847	RUSTICA
Registration Number:	2642846	THE PROOF IS IN THE OVEN!
Registration Number:	2642845	FREEZER 2 FRESH
Registration Number:	2720796	SWEET CAROLINA CLUSTERS
Registration Number:	1557076	SWIRL ONION
Registration Number:	1550395	WENNER
Serial Number:	78667781	RETARDER 2 OVEN THE PROOF IS IN THE OVEN
Serial Number:	78667793	R-2-O
Serial Number:	76370358	SWEET DUCHESS

**CORRESPONDENCE DATA**

Fax Number: (212)704-5987

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$265.00 2930585

Phone: 2127046125  
Email: trademarks@troutmansanders.com  
Correspondent Name: Karl M. Zielaznicki, Esq.  
Address Line 1: 600 Peachtree Street, NE, Suite 5200  
Address Line 2: Troutman Sanders LLP c/o TM Docket Clerk  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	037252.000004
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	08/11/2006

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of August 2006 by Wenner Bread Products, Inc., a New York corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

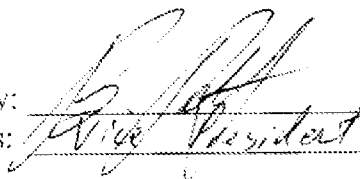
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**WENNER BREAD PRODUCTS, INC.**

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

Agreed and Accepted  
As of the Date First Written Above


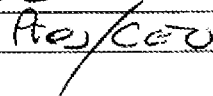
MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By:  \_\_\_\_\_  
Its: *Vice President* \_\_\_\_\_

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**WENNER BREAD PRODUCTS, INC.**

By:   
Its: 

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

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

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

#### I. Registered Trademarks

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
STEAKHOUSE STYLE	2,930,585	March 8, 2005
RUSTICA	2,642,847	October 29, 2002
THE PROOF IS IN THE OVEN!	2,642,846	October 29, 2002
FREEZER 2 FRESH	2,642,845	October 29, 2002
SWEET CAROLINA CLUSTERS	2,720,796	June 3, 2003
SWIRL ONION	1,557,076	September 19, 1989
WENNER and designs	1,550,395	August 1, 1989

#### II. Trademark Applications

<u>Trademark Description</u>	<u>Application No.</u>	<u>Date Filed</u>
RETARDER 2 OVEN THE PROOF IS IN THE OVEN and designs	78/667,781	July 11, 2005
R-2-O	78/667,793	July 11, 2005
SWEET DUCHESS	76/370,358	February 12, 2002