

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
Signature Breads, Inc.		09/29/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Salem Five Cents Savings Bank
Street Address:	210 Essex Street
City:	Salem
State/Country:	MASSACHUSETTS
Postal Code:	01970
Entity Type:	Massachusetts banking corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1809406	RUDI'S
Registration Number:	1735089	RUDI'S
Registration Number:	2476765	SIGNATURE BREADS
Registration Number:	2069449	SIGNATURE BREADS
Registration Number:	2000621	SIGNATURE BREADS

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-856-8145
 Email: ip@brownrudnick.com
 Correspondent Name: Mark S. Leonardo
 Address Line 1: One Financial Center
 Address Line 2: Brown Rudnick Berlack Israels LLP
 Address Line 4: Boston, MASSACHUSETTS 02111

CH \$140.00 1809406

ATTORNEY DOCKET NUMBER:	22869/5
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	10/16/2006

Total Attachments: 9

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**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Application Security Agreement (this "TM Security Agreement") is made as of the 29th day of September, 2006 between Signature Breads, Inc., a Massachusetts corporation ("Borrower"), with its chief executive office located at 100 Justin Drive, Chelsea, Massachusetts, 02150 (a/k/a 365 Beacham Street, Chelsea, Massachusetts, 02150) and Salem Five Cents Savings Bank, a Massachusetts banking corporation, with a place of business ("Lender") located at 210 Essex Street, Salem, Massachusetts, 01970.

RECITALS

WHEREAS, pursuant to the Working Capital Loan and Security Agreement dated as of September 29, 2006 (as amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") made between the Borrower and Lender, Lender has agreed to make certain loans and other financial accommodations available to the Borrowers;

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to Lender a security interest in the Borrower's Collateral (as defined in the Loan Agreement) to secure the Obligations (as defined in the Loan Agreement) of the Borrower Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Obligations and to more fully vest the security interest granted in the Loan Agreement, the Borrower has executed this TM Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.

2. To secure the Liabilities, the Borrower hereby grants a security interest in favor of, and collaterally assign to Lender (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of the Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until the Liabilities (other than contingent indemnification obligations) have been satisfied, the Borrowers shall undertake the following:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks, unless the Borrower determines in its good faith business judgment that such Marks are in no way material to the conduct of their business or operations.

b. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the Borrower determines in its good faith business judgment that such Marks are in no way material to the conduct of their business or operations.

c. At the Borrower's sole cost, expense, and risk, take any and all action which the Borrower deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions, unless the Borrower determines in its good faith business judgment that such Marks are in no way material to the conduct of its business or operations.

4. In the event of:

a. the Borrower's failure, within twenty (20) days of written notice from Lender, to cure any failure by the Borrowers to perform any of the Borrower's obligations set forth in Section 3, above, and/or

b. the occurrence and continuance of any Event of Default,

then Lender acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in Lender's own right in connection therewith.

5. The Borrower represents and warrants that:

a. Exhibit A includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications owned as of the date hereof by the Borrowers.

b. Except for Permitted Encumbrances, no liens or security interests are in effect as of the date hereof or shall be granted after the date hereof in any Mark by the Borrower to any Person other than to Lender.

6. In order to further secure the Liabilities:

a. The Borrower shall give Lender immediate written notice (with reasonable detail) of the occurrence of any of the following:

i. If Borrower obtained rights to, and filed applications for registration of, any new trademarks, or service marks, or otherwise acquired ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business) during the previous fiscal quarter, then the Borrower shall deliver to Lender within twenty (20) days after delivery of such notice, documentation reasonably requested by Lender, in order to perfect Lender's first priority security interest and lien in and to the foregoing.

ii. If Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products in containing the trademarks of others in the ordinary course of Borrower's business) during the previous fiscal quarter, and the Borrower shall

deliver to Lender within twenty (20) Business Days after delivery of such notice, documentation reasonably requested by Lender to perfect Lender's first priority security interest and lien in and to the foregoing.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Borrower hereby authorizes Lender to modify this agreement by amending Exhibit A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said Exhibit A shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and during the continuance of any Event of Default, Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Marks, in addition to which Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of Lender that an Event of Default has occurred and is continuing and that Lender is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates Lender as and for the Borrower's attorney in fact, effective with and upon Lender's first exercise (the "First Exercise") of such powers following the occurrence and during the continuance of any Event of Default:

a. To exercise any of the rights and powers referenced herein.

b. To execute all and singular such instruments, documents, and papers as Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Liabilities (other than contingent indemnification obligations) have been satisfied, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by Lender of the Marks as authorized hereunder in connection with the exercise of Lender's rights and remedies under this TM Security Agreement and the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to the Borrower. Such use by Lender shall be permitted only with and upon the First Exercise following the occurrence and during the continuance of an Event of Default.

10. Lender hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from Lender following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties. All costs arising in connection with any infringement shall be borne by the Borrower.

11. Following the payment and satisfaction of all Liabilities (other than contingent indemnification obligations), and the termination of any obligation of Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and Lender shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of Lender created hereby

or pursuant hereto, *subject, however,* to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of Lender, do any and all acts and execute any and all documents reasonably required by Lender in connection with the protection, preservation, and enforcement of Lender's rights hereunder.

13. The Borrower shall, upon demand, reimburse Lender for all reasonable costs and expenses incurred by Lender in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).


14. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to Lender any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and Lender shall have the same rights with respect to any and all security interests in the Marks granted Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

**REMAINDER OF PAGE
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IN WITNESS WHEREOF, the Borrower and Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

SIGNATURE BREADS, INC.,
"Borrower"

By: 
Title: President

SALEM FIVE CENTS SAVINGS BANK,
"Lender"


By: 
Title: Vice President

Exhibit A

Trademarks and Service Marks

The Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

A. Registered Trademarks

Description	Registration Number	Registration Date
RUDI'S	1,809,406	December 7, 1993
RUDI'S & Design	1,735,089	November 24, 1992
SIGNATURE BREADS	2,476,765	August 7, 2001
SIGNATURE BREADS	2,069,449	June 10, 1997
SIGNATURE BREADS & Design	2,000,621	September 17, 1996

B. Trademark Applications

[None]

C. Service mark:

[None]