

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce
(rev 06/04) **TRADEMARKS ONLY** Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Merrill Lynch Capital

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation Delaware
☐ Other

Citizenship _____

Execution Date(s) November 2, 2006

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☒ Other Termination and Release of Collateral Agreement

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Name: Otis Spunkmeyer, Inc.

Internal Address: _____

Street Address: 14490 Catalina Street

City: San Leandro

State: California

Country: USA Zip: 94577

☐ Association – Citizenship _____

☐ General Partnership – Citizenship _____

☐ Limited Partnership – Citizenship _____

☒ Corporation – Citizenship Delaware

☐ Other _____

☐ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No.

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

A. Trademark Application No(s).

78637834 78637068 78619827
78637174 78637140 78431170
78130258 78549403 75432374

78637167 76383107 76224967
78130282 78637154 78579101

B. Trademark Registration No(s).

2350649 3052839 3019459
2986848 2695908 2913462
3052835 2419375 2822599

3052836 3066773 2989721
3052838 2970973 2304751

Additional numbers attached? ☒ Yes ☐ No

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

Oren Epstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
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New York, New York 10036
Tel: (212) 735-2517
Fax: (917) 777-2517
oepstein@skadden.com

6. Total number of applications and registrations involved:

44

7. Total fee (37 CFR 1.21(h) and 3.41) \$1115

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 374220/2181)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Evans Richardson

9. Signature.

Signature

Oren Epstein, Esq.

Name of Person Signing

November 2, 2006

Date

Total number of pages including cover sheet, and documents:

6

(Page 2 of 3)
Continuation of Items 4A an 4B
Additional Trademark Application Nos.

78549415

Additional Trademark Registration Nos.

1353152
1758569
2786183
3121976
2921128
2444707
2798902
2913949
2350648
3052837
2324886
2704419
2733268

**TERMINATION AND RELEASE OF
COLLATERAL AGREEMENT (TRADEMARKS)**

THIS TERMINATION AND RELEASE OF COLLATERAL AGREEMENT (TRADEMARKS) (this "Termination"), dated as of November 2, 2006, from Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, a Delaware corporation, located at 222 N. LaSalle Street, 17th Floor, Chicago, Illinois 60601, in its capacity as Administrative Agent ("Agent") to Otis Spunkmeyer, Inc., a Delaware corporation, (the "Company"), located at 14490 Catalina Street, San Leandro, CA 94577.

WITNESSETH:

WHEREAS, pursuant to certain Collateral Agreement (Trademarks) or Security Interests, dated as of August 21, 2002, June 24, 2004, August 19, 2004, and September 1, 2005, by Company in favor of Agent (collectively, the "Collateral Agreements (Trademarks)"), security interests were granted by the Company to Agent in certain collateral, including the Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreements (Trademarks) were recorded with the U.S. Patent and Trademark Office on August 23, 2002 at Reel 2531, Frame 0982, July 1, 2004 at Reel 2884, Frame 0956, September 15, 2004 at Reel 2938, Frame 0962, September 8, 2005 at Reel 3191, Frame 0001 and October 14, 2005 at Reel 3208, Frame 0803; and

WHEREAS, Agent now desires to terminate the Collateral Agreements (Trademarks) and release the security interests granted by Company pursuant to the Collateral Agreements (Trademarks);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. The term "Collateral" shall have the meaning set forth in the Collateral Agreements (Trademarks) (or incorporated therein by reference) and shall include without limitation the trademarks and service marks set forth on Schedule A hereto, together with all goodwill symbolized by the foregoing, all registrations and applications related to the foregoing, and all rights to sue at law or in equity for any infringement or other impairment thereof.

2. Release of Security Interest. Agent hereby terminates releases and discharges its security interests in and continuing lien upon all of the Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Termination by its duly authorized officer as of the date first above written.

MERRILL LYNCH CAPITAL
as Agent

By: *Dawn Amrein*
Name: **Dawn Amrein**
Title: **Assistant Vice President**

Schedule A**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
BAKING A DIFFERENCE	75/432,365	2/11/1998	2,350,649	5/16/2000
BOO-LICIOUS CHOCOLATE	78/637,834	5/26/2005		
BUTTERY PECAN DECADENCE	78/637,174	5/25/2005		
CAFÉ COLLECTION	76/545,321	9/16/2003	2,986,848	8/23/2005
CHIPPERY	78/130,258	5/21/2002		
CHIPPERY	76/629,840	1/31/2005	3,052,835	1/31/2006
CHIPPERY	76/629,841	1/31/2005	3,052,836	1/31/2006
CHIPPERY	76/629,843	1/31/2005	3,052,838	1/31/2006
CHIPPERY	76/629,844	1/31/2005	3,052,839	1/31/2006
CHOCOLATE PEANUT BUTTER FLUTTER	78/637,167	5/25/2005		
CHOMPERS	78/130,280	5/21/2002	2,695,908	3/11/2003
CHOMPERS	78/130,282	5/21/2002		
DELICIOUS ESSENTIALS	78/637,068	5/25/2005		
DOUBLE CHUNKY CHOCOLATE DREAM	78/637,140	5/25/2005		
GOT COOKIES?	75/119,075	6/14/1996	2,419,375	1/9/2001
GOTTA GET SOME!	78/431,179	6/7/2004	3,066,773	3/7/2006
LAYER BAG	76/069,904	6/14/2000	2,970,973	7/19/2005
MAKE IT BETTER	78/549,403	1/18/2005		
MAKE SOMEONE HAPPY	76/614,681	10/5/2004	3,019,459	11/29/2005
MOLTEN LAVA	76/383,107	3/14/2002		
NUTTY WHITE CHOCOLATE DELIGHT	78/637,154	5/25/2005		
OTIS	76/174,879	12/4/2000	2,913,462	12/21/2004
OTIS	76/487,776	2/4/2003	2,822,599	3/16/2004
OTIS BAKED	78/447,170	7/7/2004	2,989,721	8/30/2005
OTIS EXPRESS	75/432,363	2/11/1998	2,304,751	12/28/1999
OTIS SPUNKMEYER	73/516,599	1/7/1985	1,353,152	8/6/1985
OTIS SPUNKMEYER	74/260,696	3/30/1992	1,758,569	3/16/1993
OTIS SPUNKMEYER	76/484,714	1/24/2003	2,786,183	11/25/2003

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
OTIS SPUNKMEYER BAR ESSENTIALS	78/619,827	4/29/2005		
OTIS SPUNKMEYER THE O-ZONE	78/431,170	6/7/2004		
OTIS-O-RIGINALS	78/539,096	12/28/2004	3,121,976	7/25/2006
OUTTA THE OVEN...OTIS FRESH	76/400,775	4/26/2002	2,921,128	1/25/2005
PASSPORT PEANUT BUTTER CHOCOLATE CHUNK	75/432,374	2/11/1998		
PINNACLE	75/432,354	2/11/1998	2,444,707	4/17/2001
SPUNKIES	76/418,898	6/7/2002	2,798,902	12/23/2003
SPUNKMEYER	76/224,967	3/15/2001		
SPUNKMEYER	78/579,101	3/3/2005		
SUPREME INDULGENCE	78/288,701	8/18/2003	2,913,949	12/21/2004
SWEET DISCOVERY	75/432,362	2/11/1998	2,350,648	5/16/2000
THECHIPPERY.COM	76/629,842	1/31/2005	3,052,837	1/31/2006
TRAVEL LITE	75/432,364	2/11/1998	2,324,886	2/29/2000
TURNING COOKIES INTO CUSTOM CREATIONS	78/549,415	1/18/2005		
VALUE ZONE	76/419,100	6/10/2002	2,704,419	4/8/2003
YOUR SWEET STOP	76/373,817	2/22/2002	2,733,268	7/1/2003