

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Freed's Bakery, LLC		07/13/2006	LIMITED LIABILITY COMPANY: DELAWARE
Granny's Kitchens, LLC		07/13/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2329838	COUNTRY CLUSTER
Registration Number:	2364377	COUNTRY MINIS
Registration Number:	2116041	THE HOLE GANG
Serial Number:	78870956	GOURMET TREATS
Registration Number:	2702176	COUNTRY TREATS

**CORRESPONDENCE DATA**

**Fax Number:** (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 312-609-7500  
**Email:** tsettle@vedderprice.com  
**Correspondent Name:** Tammy S. Settle  
**Address Line 1:** 222 North LaSalle Street  
**Address Line 4:** Chicago, ILLINOIS 60601

CH \$140.00 2329838

ATTORNEY DOCKET NUMBER:	29444.00.0024/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	03/06/2007

Total Attachments: 9  
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# AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") dated as of July 13, 2006, is among FREED'S BAKERY, LLC, a Delaware limited liability company ("Frees"), Granny's Kitchens, LLC, a Delaware limited liability company ("Grannys"; and collectively with Freeds, the "Company"; the other persons or entities which are listed on the signature pages hereof as debtors or which from time to time become parties hereto as debtors (collectively, including the Company, the "Debtors" and individually each a "Debtor"; and LASALLE BANK NATIONAL ASSOCIATION ("LaSalle"; LaSalle in its capacity as agent for the Lender Parties as defined in the Credit Agreement referred to below, the "Agent").

## WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement dated as of January 12, 2001 among Freeds (the "Existing Debtor"), Agent and Lenders (as the same has been amended, restated, modified or supplemented and in effect from time to time, the "Prior Credit Agreement"), Lenders agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to Freeds; and

WHEREAS, in connection with the Prior Credit Agreement, Existing Debtor executed and delivered that certain Security Agreement dated as of January 12, 2001 by and among Existing Debtor and Agent (as amended, restated, modified or supplemented from time to time, the "Prior Security Agreement"), pursuant to which Existing Debtor granted the security interests contemplated by the Prior Security Agreement in order to secure the payment and performance of the Obligations; and

WHEREAS, Existing Debtor, Agent and Lender Parties (as such term is defined in the Original Credit Agreement) are amending and restating the Prior Credit Agreement to include, among other things, Grannys (sometimes referred to herein as "New Debtor") as a borrower and obligor for all of the Obligations pursuant to the terms of that certain Amended and Restated Credit Agreement of even date herewith among Debtors, Agent, and Lenders (the "Credit Agreement"); and

WHEREAS, it is a condition precedent to the agreement of Lenders to continue to make available such loans and other financial accommodations under the Credit Agreement that each Debtor shall have reaffirmed its prior grant of security interest in order to secure the payment and performance of the Obligations;

WHEREAS, the obligations of the Company under the Credit Agreement are to be secured pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to the Company under or in connection with the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Other Interpretive Provisions. When used herein, (a) the terms Account, Certificated Security, Certificated Security, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Electronic Chattel Paper, Equipment, Financial Asset, Fixture, General Intangible, Goods, Health-Care-Insurance Receivables, Inventory, Instrument, Investment Property, Letter-of-Credit Rights, Payment Intangibles, Security, Software, Proceeds, Securities Account, Security Entitlement, Supporting Obligations, Tangible Chattel Paper, and Uncertificated Security have the respective meanings assigned thereto in the UCC (as defined below); (b) capitalized terms which are not otherwise defined have the respective meanings assigned thereto in the Credit Agreement; and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Account Debtor means, the party who is obligated on or under any Account, Contract Right, Chattel Paper or General Intangible.

Assignee Deposit Account - see Section 4.

Collateral means, with respect to any Debtor, all property and rights of such Debtor in which a security interest is granted hereunder.

Computer Hardware and Software means, with respect to any Debtor, all of such Debtor's rights (including rights as licensee and lessee) with respect to (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all Software and all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Contract Right means, with respect to any Debtor, any right of such Debtor to payment under a contract for the sale or lease of goods or the rendering of services, which right is at the time not yet earned by performance.

Default means the occurrence of: (a) any Unmatured Event of Default under Section

Intellectual Property means all past, present and future: trade secrets, know-how and other proprietary information; trademarks, Internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout

the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts, Contract Rights and General Intangibles.

Organization I.D. Number means, with respect to any Debtor, the number assigned to such Debtor by the agency with which the certificate of incorporation, certificate of formation or other organizational document in respect of such Debtor was filed.

Type of Organization means, with respect to any Debtor, the kind or type of entity of such Debtor, such as a corporation or limited liability company.

"UCC" shall mean the Uniform Commercial Code in effect in the state of Illinois from time to time; provided that, as used in Section 8 hereof, "UCC" shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

Unless otherwise expressly provided herein, references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document. The term "including" is not limiting and means "including, without limitation".

2. Grant of Security Interest. As security for the payment of all Obligations, Existing Debtor hereby acknowledges, reaffirms, confirms and ratifies its grant to Agent, for its benefit and the benefit of the Lenders, and New Debtor hereby grants to Agent, for its benefit and the benefit of the Lenders, a lien on, security interest in and right of set-off against any and all right, title and interest in and to any and all property and interests in property of such Debtor, whether now owned or existing or hereafter created, acquired or arising, including all of the following properties and interests in properties, whether now owned or hereafter created, acquired or arising:

All of such Debtor's:

- (i) Accounts;
- (ii) Certificated Securities;
- (iii) Chattel Paper;
- (iv) Commercial Tort Claims

- (iv) Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (v) Contract Rights;
- (vi) Deposit Accounts;
- (vii) Documents;
- (viii) Financial Assets;
- (ix) General Intangibles, including Payment Intangibles and Software;
- (x) Goods (including all of its Equipment, Fixtures and Inventory), and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (xi) Instruments;
- (xii) Intellectual Property;
- (xiii) Investment Property;
- (xiv) money (of every jurisdiction whatsoever);
- (xv) Letter-of-Credit Rights;
- (xvi) Security Entitlements;
- (xvii) Supporting Obligations;
- (xviii) Uncertificated Securities; and
- (xix) to the extent not included in the foregoing, all other real and personal property of any kind or description of each Debtor;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing; provided that to the extent that the provisions of any lease or license of Computer Hardware and Software or Intellectual Property expressly prohibit (which prohibition is enforceable under applicable law) the grant of a security interest therein, Agent will not enforce its security interest in Debtor's rights under such lease or license (other than in respect of the Proceeds thereof) for so long as such prohibition continues, it being understood that upon request of the Agent, such Debtor will in good faith use

continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Agent or such Lender Party had not been made.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, except to the extent that the UCC provides for the application of the law of a different state. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of the Agent hereunder shall inure to the benefit of its successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart of this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

**ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH ON SCHEDULE I HERETO (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE AGENT AS ITS ADDRESS FOR NOTICES**

HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH OF EACH DEBTOR, THE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH LENDER PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

This Agreement shall constitute and amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the grant of a security interest in the Collateral by, and the covenants and obligations of, each Debtor under the Prior Security Agreement.

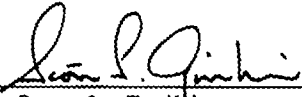
*Signature Page Follows*




IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEBTORS:

FREED'S BAKERY, LLC,  
a Delaware limited liability company


By:   
\_\_\_\_\_  
Scott L. Gwilliam  
Vice President

GRANNY'S KITCHENS, LLC, a Delaware  
limited liability company

By:   
\_\_\_\_\_  
Scott L. Gwilliam  
Vice President

**AGENT:**

LASALLE BANK NATIONAL  
ASSOCIATION,  
as Agent

By:   
Charles Corbisiero  
First Vice President

SCHEDULE IV

INTELLECTUAL PROPERTY

Corporate Name:	Freed's Bakery, LLC	Granny's Kitchens, LLC
Patents:	None	None
Patent Applications:	None	None
Domestic Trademarks:	None	Country Clusters Country Minis The Hole Gang Gourmet Treats & Designs <sup>(1)</sup> Country Treats
Foreign Trademarks:	None	None
Registered Copyrights:	None	None
Domain Names:	<a href="http://www.Freedsbakery.org">www.Freedsbakery.org</a> <a href="http://www.Freedsbakery.biz">www.Freedsbakery.biz</a> <a href="http://www.FreedsbakeryNH.com">www.FreedsbakeryNH.com</a> <a href="http://www.Keystonebakery.com">www.Keystonebakery.com</a> <a href="http://www.Keystonebakeries.com">www.Keystonebakeries.com</a> <a href="http://www.Keystonebakeryholdings.com">www.Keystonebakeryholdings.com</a>	<a href="http://www.grannyskitchens.com">www.grannyskitchens.com</a>
Rights Owned by or Licenced To Company:	None	None
Intellectual Property Licenced to Third Parties:	None	None
Intellectual Property Licenced from Third Parties:	Software Licenses owned by: Adept Technology, Inc. LTR Software Microsoft Corporation BatchMaster Enterprises ADP Jantek	License Agreement dated July 10, 2006 by and between PBI Proballs, Inc. and Granny's Kitchens, LLC whereby PBI grants the company the exclusive right to manufacture Bakery products using the trademark PROBALLS, and the characters SLAM, DUNK and CHARGE.