

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement - Amendment No. 1 to Trademark Collateral Assignment and Security Agreement - Recorded 3/3/07 at Reel/ Frame 003497/0832 with the USPTO		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mother's Cake and Cookie Co.		01/16/2007	Corporation-State: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (New England), as Agent		
Street Address:	One Post Office Square		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2601388	THE ORIGINAL CIRCUS ANIMALS	
Registration Number:	1668707	MILK LUNCH	
Serial Number:	77005573	MOTHER'S PASSIONATE PURPLE PACKAGE	
Serial Number:	77005477	BAKERY WAGON	
CORRESPONDENCE DATA			
Fax Number:	(917)368-7111		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	hlinehan@OSHR.com		
Correspondent Name:	Helen M. Linehan		
Address Line 1:	230 Park Avenue		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:	Helen M. Linehan		
Signature:	/Helen M. Linehan/		

OP \$115.00 2601388

900077403

TRADEMARK
REEL: 003546 FRAME: 0167

Date:

05/21/2007

Total Attachments: 8

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AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO.1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of January 16, 2007, by and between MOTHER'S CAKE & COOKIE CO., a California corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), formerly known as Congress Financial Corporation (New England), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated January 28, 2005 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on March 3, 2007 at Reel/Frame 003497/0832 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

MOTHER'S CAKE & COOKIE CO.

By: _____

Title: _____

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

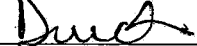
MOTHER'S CAKE & COOKIE CO.

By: _____

Title: _____


WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as Agent

By:  _____

Title:  _____

STATE OF *California*)
) ss.:
COUNTY OF *San Francisco*

On the 17 day of January, 2007, before me personally came Donald C. Stanners, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the CFO and Secretary of MOTHER'S CAKE & COOKIE CO., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF CLINTON)

On the ¹⁴12 day of January, 2007, before me personally came Melissa Provost, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Director of WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Kathleen A. Hayle
Notary Public

12-26-2010 exp.

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EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION/FILING
THE ORIGINAL CIRCUS ANIMALS	2,601,388	7/30/2002
MILK LUNCH	1,668,707	12/17/1991
MOTHER'S (HAWAII)	67,913	
MOTHER'S (NEW JERSEY)	14,742	

TRADEMARK APPLICATION	APPLICATION/ SERIAL NUMBER	APPLICATION DATE
MOTHER'S PASSIONATE PURPLE PACKAGE	77/005,573	
BAKERY WAGON with horse carriage design	77/005,477	9/22/2006

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None