

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
Simply Goodies, LLP		05/17/2007	Limited Liability Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Healthcare Finance, LLC and Bridge Opportunity Finance, LLC
Street Address:	233 South Wacker
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76479189	CANDY TREATS
Serial Number:	78700652	FAMILY SWEETS
Serial Number:	73330891	FUN TIME
Serial Number:	78700647	O'GOODY
Serial Number:	73330892	PENNY PARADISE
Serial Number:	76586071	SIMPLY SMART
Serial Number:	78749198	SIMPLY SMART.
Serial Number:	75308358	SNAK STOP
Serial Number:	78700240	THE COMPLETE PACKAGE
Serial Number:	78700655	TRAVELER'S SELECT
Serial Number:	78134211	ULTIMINTS
Serial Number:	78265339	WARNER'S
Serial Number:	78912402	GUMMY GOURMET

CH \$340.00 76479189

CORRESPONDENCE DATA

Fax Number: (312)577-4782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8525
Email: terese.scholl@kattenlaw.com
Correspondent Name: KATTEN MUCHIN ROSENMAN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	05/23/2007

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 17, 2007 (this "Agreement"), made by and among SIMPLY GOODIES, LLP, a Delaware limited liability partnership ("Borrower"), in favor of BRIDGE HEALTHCARE FINANCE, LLC, a Delaware limited liability company, and BRIDGE OPPORTUNITY FINANCE, LLC, a Delaware limited liability company (collectively referred to as the "Agents"), each for itself and certain other lenders under the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof by and among Borrower, Agents and the lenders party thereto (collectively, the "Lenders") (as amended, restated, supplemented or otherwise modified and in effect from time to time the "Loan Agreement"), Borrower has granted a security interest to Agents in, among other things, all right, title and interest of Borrower in, to and under all of Borrower's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by Borrower under the Loan Agreement; and

WHEREAS, Borrower is the owner of the entire right, title and interest in, to and under Borrower's respective Intellectual Property listed on Schedule 1 hereto;

NOW, THEREFORE, in consideration of the premises and to induce the Agents and Lenders to enter into the Loan Agreement, Borrower hereby agrees with the Agents as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all of Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to use any Copyright.

"Loan Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information of the Borrower, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) 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 Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property of Borrower; and (x) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean all of Borrower’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean all of Borrower’s now existing or hereafter acquired right, title, and interest in and to: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of Borrower’s business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Borrower hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Loan Agreement, does hereby grant, assign and convey) to Agents a security interest in Borrower’s entire right, title and interest in its respective Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Borrower, and including, without limitation, Borrower’s right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Borrower’s business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable to Borrower with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”).

3. **Protection of Intellectual Property by Borrower.** Borrower shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) 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.

(d) Take any and all action which Borrower reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Borrower represents and warrants that:

(a) Schedule 1 is a true, correct and complete list of all Intellectual Property owned by Borrower as of the date hereof.

(b) Except as set forth in Schedule 1, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Borrower is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule 1 hereto, is valid and enforceable and no written claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted in writing and is pending by any Person challenging or questioning the use by Borrower of any of the Intellectual Property owned by Borrower or the validity or effectiveness of any of the Intellectual Property owned by Borrower, nor does Borrower know of any valid basis for any such claim.

(d) Borrower owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Borrower is the sole and exclusive owner or licensee of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agents.

(e) No holding, decision or judgment has been rendered by any Government Authority which would limit, cancel or question the validity of, or Borrower's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(f) Borrower has the legal right and authority to enter into this Agreement and perform its terms.

(g) Borrower shall give the Agents written notice (with reasonable detail) following the occurrence of any of the following:

(i) Borrower's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Borrower's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Borrower's entering into any new Licenses.

(iv) Borrower's knowing or having reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding Borrower's ownership of, or the validity of, any material Intellectual Property or Borrower's right to register the same or to own and maintain the same.

(h) Borrower shall not enter into any new Licenses except as provided for, and pursuant to the terms and provisions of, the Loan Agreement.

5. **No Violation of Loan Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as “Intellectual Property” within the meaning of this Agreement.

(b) Upon the request of the Agents, Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agents may request to evidence the Agents’ security interest in any Intellectual Property and the goodwill of Borrower relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Borrower hereby constitutes the Agents as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agents’ taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Borrower’s Rights To Enforce Intellectual Property.** Prior to the Agents’ giving of notice to Borrower (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Borrower shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Borrower first provides the Agents with written notice of Borrower’s intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agents, Borrower has failed to take appropriate action within sixty (60) days after such notice is given to Agents, upon notice to Borrower, the Agents may (but shall not be required to) itself take such action in the name of Borrower.

(b) Any money damages awarded or received by Borrower on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, to be applied as provided in Sections 4(b) and 4(c) of the Loan Agreement, as applicable.

(d) Upon the occurrence and during the continuation of any Event of Default, the Agents, by notice to Borrower may terminate or limit Borrower’s rights under this Section 7.

8. **Agents' Actions To Protect Intellectual Property.** In the event of:

(a) Borrower's failure, within ten (10) days of written notice from the Agent, to cure any failure by Borrower to observe or perform any of Borrower's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

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

9. **Rights Upon Default.** Upon the occurrence of any Event of Default, the Agents may exercise all rights and remedies as provided for in the Loan Agreement.

10. **Agents as Attorney In Fact.**

(a) Borrower hereby irrevocably constitute and designate the Agents as and for Borrower's attorney in fact:

(i) To supplement and amend from time to time Schedule 1 of this Agreement to include any new or additional Intellectual Property of Borrower.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agents determine 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 Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are paid in full and the Loan Agreement is terminated.

(c) The Agents shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agents elect to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agents have had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agents' Rights.** Any use by the Agents of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agents' rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Loan Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest granted to the Agents with respect to the IP Collateral with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agents under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Borrower, the Agents, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of Borrower and the Agents hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, the Agents shall, at the expense of Borrower, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and their respective successors and assigns, and shall inure to the benefit of the Agents, the Lenders and their respective successors and assigns.

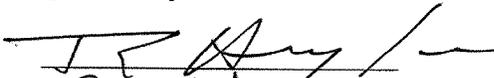
15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

16. **Counterparts.** This Agreement, and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

SIMPLY GOODIES, LLP, a Delaware limited liability partnership

By: 
Name: Richard Anglin
Title: Chief Executive Officer

BRIDGE HEALTHCARE FINANCE, LLC, a Delaware limited liability company, as an Agent

By: _____
Name: Kim Gordon
Title: Executive Vice President and Chief Financial Officer

BRIDGE OPPORTUNITY FINANCE, LLC, a Delaware limited liability company, as an Agent

By: _____
Name: Kim Gordon
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

SIMPLY GOODIES, LLP, a Delaware limited liability partnership

By: _____
Name: _____
Title: _____

BRIDGE HEALTHCARE FINANCE, LLC, a Delaware limited liability company, as an Agent

By:  _____
Name: Kim Gordon
Title: Executive Vice President and Chief Financial Officer

BRIDGE OPPORTUNITY FINANCE, LLC, a Delaware limited liability company, as an Agent

By:  _____
Name: Kim Gordon
Title: Executive Vice President and Chief Financial Officer

Schedule 1

Description of Intellectual Property

Trademarks:

Serial No.	Registration No.	Mark
76479189	2900904	Candy Treats
78700652	3157394	FAMILY SWEETS
73330891	1228662	FUN TIME
78700647	3157393	O'GOODY
73330892	1228663	PENNY PARADISE
76586071	2987018	Simply Smart (IC Class 30)
78749198	[Pending]	Simply Smart (IC Class 005)
75308358	2215928	Snack Stop
78700240	3162138	THE COMPLETE PACKAGE
78700655	3157395	TRAVELER'S SELECT
78134211	2732158	Ultimints
78265339	2853824	WARNER'S
78912402	Application – Intent to Use	Gummy Gourmet

[Common law trademark rights to the Mark WARNER'S derived from use in commerce at least as early as 1953 for use on packaged candy and nuts. Common law rights to the tradename "Warner Candy Co." derived from use in commerce since at least as early as 1953.]

PATENTS: NONE

COPYRIGHTS: NONE

Owned Domain Names:

Domain Name
Blueberryhillfoods.com
Ultimints.com
Bhfoods.com
warnercandy.com