

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
Milton's Baking Company, LLC		07/16/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	390 Greenwich Street
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78798567	BRAN CLASSICS
Registration Number:	2230060	MILTON'S BAKING COMPANY
Serial Number:	77131038	MILTON'S BREAKFAST CLASSICS
Registration Number:	2264032	MILTON'S DELICATESSEN GRILL BAKERY
Registration Number:	2634991	MILTON'S DELICATESSEN RESTAURANT
Serial Number:	78643666	MILTON'S FINE FOODS
Registration Number:	2674543	MILTON'S HEALTHY MULTI-GRAIN BREAD
Serial Number:	78825891	MILTON'S HEALTHY MULTI-GRAIN PLUS
Registration Number:	2634992	MILTON'S QUALITY BAKED GOODS
Serial Number:	78642587	MILTON'S QUALITY FOODS
Serial Number:	76622265	MILTON'S RESTAURANT CLASSICS
Serial Number:	77203271	MILTON'S WHOLE GRAIN PLUS
Serial Number:	77226299	MULTI-BRAN

CH \$515.00 78798567

Registration Number:	3235558	RESTAURANT CLASSICS BY MILTON'S QUALITY FOOD PRODUCTS
Registration Number:	2952100	THE ORIGINAL MILTON'S QUALITY BAKED GOODS BREADSIDE STORIES
Registration Number:	2674544	THE ORIGINAL MILTON'S QUALITY FOOD PRODUCTS
Serial Number:	78828766	WHOLE GRAIN PLUS
Serial Number:	77227547	WHOLESOME GRAINS
Serial Number:	77227549	CLASSIC SANDWICH STYLE
Serial Number:	77227552	FAMILY STYLE

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64056.16
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	07/25/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2007, by MILTON'S BAKING COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of CITICORP USA, INC., a Delaware corporation, in its capacity as administrative agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the date herewith by and between Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or

dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILTON'S BAKING COMPANY, LLC

By: *Robert L Obenberger*
Name: ROBERT L OBENBERGER
Title: PRESIDENT/CEO

ACCEPTED AND ACKNOWLEDGED BY:

CITICORP USA, INC., as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR:

STATE OF California)
COUNTY OF San Diego) ss.

On this 16th day of July, 2007 before me personally appeared Robert Obenberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Milton's Baking Company, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

Patricia Mack Newton
Notary Public



[Signature Page - Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003590 FRAME: 0265

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILTON'S BAKING COMPANY, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

CITICORP USA, INC., as Agent

By: *[Signature]*
Name: Nathan Hill
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of July, 2007 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Milton's Baking Company, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

Notary Public

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark 1	Reg. No.	Serial No.	Country
BRAN CLASSICS		78/798,567	U.S.
MILTON'S BAKING COMPANY & design	2,230,060		U.S.
MILTON'S BREAKFAST CLASSICS		77/131,038	U.S.
MILTON'S DELICATESSEN GRILL BAKERY & design	2,264,032		U.S.
MILTON'S DELICATESSEN RESTAURANT & design	2,634,991		U.S.
MILTON'S FINE FOODS		78/643,666	U.S.
MILTON'S HEALTHY MULTI-GRAIN BREAD & design	2,674,543		U.S.
MILTON'S HEALTHY MULTI-GRAIN PLUS		78/825,891	U.S.
MILTON'S QUALITY BAKED GOODS & design	2,634,992		U.S.
MILTON'S QUALITY FOODS		78/642,587	U.S.
MILTON'S RESTAURANT CLASSICS & design		76/622,265	U.S.
MILTON'S WHOLE GRAIN PLUS		77/203,271	U.S.
MULTI-BRAN		Not yet available	U.S.
RESTAURANT CLASSICS BY MILTON'S QUALITY FOOD PRODUCTS & design	3,235,558		U.S.
THE ORIGINAL MILTON'S QUALITY BAKED GOODS BREADSIDE STORIES	2,952,100		U.S.

& design			
THE ORIGINAL MILTON'S QUALITY FOOD PRODUCTS & design	2,674,544		U.S.
WHOLE GRAIN PLUS		78/828,766	U.S.
WHOLESOME GRAINS & design		Not yet available	U.S.
CLASSIC SANDWICH STYLE & design		Not yet available	U.S.
FAMILY STYLE & design		Not yet available	U.S.