

# 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
Regions Bank	FORMERLY AmSouth Bank	06/25/2007	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Brown Bark II, L.P.		
Street Address:	4100 Greenbriar, Suite 180		
City:	Stafford		
State/Country:	TEXAS		
Postal Code:	77477		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2769051	DIXIE LILY	
Registration Number:	2533000	BODACIOUS BLUEBERRY	
Registration Number:	2526010	VERRY BERRY	
Registration Number:	2533001	VERRY BERRY	
Registration Number:	2621963	WATERMELON WOW	
Registration Number:	2621962	COSMIC CHERRY	
Registration Number:	2536701	VERRY BERRY	
Serial Number:	76055870	COCO NANA	
Serial Number:	76055581	PEACHES 'N CREAM	
CORRESPONDENCE DATA			
Fax Number:	(615)242-4203		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	615-742-9349		
Email:	probertson@manierherod.com		
Correspondent Name:	Philip L. Robertson, Esq.		

OP \$240.00 2769051

**900092018**

**TRADEMARK**  
**REEL: 003660 FRAME: 0922**

Address Line 1: 150 Fourth Ave. N. suite 2200  
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER: 12556.54362

NAME OF SUBMITTER: Philip L. Robertson, Esq.

Signature: /s/Philip L. Robertson, Esq./

Date: 11/15/2007

**Total Attachments: 10**

source=SSB Trademark Assignment#page1.tif  
source=SSB Trademark Assignment#page2.tif  
source=SSB Trademark Assignment#page3.tif  
source=SSB Trademark Assignment#page4.tif  
source=SSB Trademark Assignment#page5.tif  
source=SSB Trademark Assignment#page6.tif  
source=SSB Trademark Assignment#page7.tif  
source=SSB Trademark Assignment#page8.tif  
source=SSB Trademark Assignment#page9.tif  
source=SSB Trademark Assignment#page10.tif

ASSIGNMENT OF TRADEMARK AND PATENT SECURITY AGREEMENT AND  
ASSIGNMENT

Regions Bank, an Alabama banking corporation ("Assignor"), having an address of 1901 6th Avenue North, 19th Floor, Birmingham, AL 35203, the holder of that certain Trademark and Patent Security Agreement and Assignment dated June 27, 2001, from Southern Specialty Brands, Inc., a Tennessee corporation in favor of AmSouth Bank, an Alabama banking corporation, predecessor in interest to Assignor, which is recorded in the office of the United States Department of Commerce, Patent and Trademark Office on Reel 002336, Frame 0167 (together with any amendments, renewals, extensions, or modifications thereto, including, without limitation, that certain First Amendment to Trademark and Patent Security Agreement and Assignment dated August 31, 2006, by and between Southern Specialty Brands, Inc., and AmSouth Bank, the "Security Agreement"), hereby assigns the Security Agreement, and the notes and claims secured thereby, to Brown Bark II, L.P., a Delaware limited partnership ("Assignee"), with an address of 4100 Greenbriar, Suite 180, Stafford, Texas 77477. This assignment is made without recourse, representations or warranties of any kind.

Executed under seal this 25<sup>th</sup> day of June, 2007.

REGIONS BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

## TRADEMARK AND PATENT SECURITY AGREEMENT AND ASSIGNMENT

FOR VALUE RECEIVED, SOUTHERN SPECIALTY BRANDS, INC., a Tennessee corporation, with its chief executive office at One American Center, 3100 West End Avenue, Suite 1200, Nashville, Tennessee ("Debtor"), and AMSOUTH BANK, with offices at 800 AmSouth Center, Nashville, Tennessee 37238 ("Secured Party") agree as follows:

1. Security Interest. Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a security interest (the "Security Interest") in all its right, title and interest in and to the following (collectively, the "Collateral"):

a. Patents. All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof ("Patent"), including, without limitation, all such rights referred to in Schedule A hereto.

b. Patent Licenses. All agreements material to the operation of Debtor's businesses, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

c. Trademarks. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country ("Trademark"), including, without limitation, all such rights referred to in Schedule A hereto.

d. Trademark Licenses. Any agreement, material to the businesses of the Debtor, written or oral, for the grant by or to Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

2. Indebtedness Secured. The Security interest secures payment of any and all indebtedness and liabilities of SSB-Victor Bravo, LLC, a Delaware limited liability company, and/or Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments and other charges and expenses as hereinafter provided (collectively, the "Indebtedness").

3. Representations and Warranties. Debtor represents and warrants and, so long as any Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that: (a) the Collateral is subsisting (b) Debtor has a genuine, valid, subsisting interest in the Collateral and knows of no defect in its title thereto; (c) Debtor has not heretofore alienated, assigned,

encumbered or otherwise disposed of the Collateral; (d) there are no suits or actions commenced or threatened against Debtor with reference to the Collateral; and (e) Debtor is authorized to enter into this Trademark Security Agreement and Assignment (the "Security Agreement"):

4. Covenants of Debtor. So long as any Indebtedness remains unpaid, Debtor will:

- a. Defend the Collateral against the claims and demands of all other parties;
- b. At the request of Secured Party, at Debtor's expense, bring suit in the name of Debtor for infringement, provided that Secured Party may prosecute others for infringement and may join Debtor as party-plaintiff if Secured Party determines to do so in its sole discretion;
- c. Keep the Collateral free from all security interests and other encumbrances;
- d. Not sell, transfer, assign, license, deliver, dispose of or renounce any rights in and to any Collateral or any interest therein without the prior written consent of Secured Party;
- e. Promptly notify Secured Party of any suit for infringement brought against Debtor and promptly furnish Secured Party copies of the documents related to such litigation;
- f. Give notice that the trademarks are registered in the manner prescribed by Section 1111 of Title 15, United States Code, or by foreign law, if applicable.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

- a. Any Event of Default pursuant to the Unconditional and Continuing Guaranty of even date herewith between Debtor and Secured Party (the "Guaranty");
- b. Any representation made herein proves to be false;
- c. Breach of any covenant set forth herein, provided that Debtor shall have thirty (30) days to cure any default that is subject to being cured in such time period.

6. Remedies. Upon that happening of any Event of Default, the Secured Party may exercise any one or more of the following remedies as it may elect in its sole discretion:

- a. Any rights and remedies provided under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party;
- b. Secured Party may use or license others to use the Collateral, and/or further assign the Collateral and/or its registrations together with the goodwill associated therewith;

c. Secured Party may, but shall not be obligated to, remedy such default, and Debtor shall pay an amount equal to the costs of such remedy to Secured Party on demand;

d. Any remedies provided in the Guaranty.

Without in any way requiring notice to be given in the following time and manner, Debtor agrees that any notice by Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least ten (10) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to Secured Party as the address to which notices hereunder shall be given to Debtor.

7. Miscellaneous.

a. Debtor hereby authorizes Secured Party, at Debtor's expense, to file such financing statement or statements relating to the Collateral without Debtor's signature thereon as Secured Party at its option may deem appropriate, and appoints Secured Party as Debtor's attorney-in-fact (without requiring Secured Party) to execute any such financing statement or statements in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and continue the Security Interest and to protect, preserve and realize upon the Collateral.

b. No course of dealing between Debtor and Secured Party and no delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative.

c. Debtor authorizes Secured Party, without notice or demand and without affecting Debtor's obligations hereunder, from time to time; (i) to exchange, enforce or release any collateral or any part thereof (other than the Collateral) taken from any party for payment of the Indebtedness or any part thereof; (ii) to release, substitute or modify any obligation of any endorser, guarantor or other party in any way obligated to pay the Indebtedness or any part thereof, or any party who has given any security, mortgage or other interest in any other collateral as security for the payment of the indebtedness or any part thereof; (iii) upon the occurrence of any event of default as hereinabove provided, to direct the order or manner or disposition of the Collateral and any and all other collateral and the enforcement of any and all endorsements, guaranties and other obligations relating to the Indebtedness or any party thereof, as Secured Party, in its sole discretion, may determine; and (iv) to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or any part thereof.

d. The rights and benefits of Secured Party hereunder shall, if Secured Party so directs, inure to any party acquiring any interest in the Indebtedness or any part thereof, and Secured Party and Debtor as used herein shall include the successor or assigns of those parties.

e. No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made, except by a written agreement executed by Debtor and Secured Party.

f. This Security Agreement and the transaction evidenced hereby shall be construed under the laws of the State of Tennessee, as the same may from time to time be in effect.


g. All terms, unless otherwise defined in this Security Agreement, shall have the definitions set forth in the Uniform Commercial Code adopted in the State of Tennessee, as the same may from time to time be in effect.

h. This Security Agreement is and is intended to be a continuing agreement and shall remain in full force and effect until all of the Indebtedness outstanding or contracted or committed for (whether or not outstanding), together with interest accruing thereon, shall be finally and irrevocably paid in full. If, after receipt of any payment of all or any part of the Indebtedness, Secured Party is for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, this Security Agreement shall continue in full force notwithstanding any contrary action which may have been taken by Secured Party in reliance upon such payment, and any such contrary action so taken shall be without prejudice to Secured Party's rights under this Security Agreement and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

Dated: June 27, 2001

**DEBTOR:**

SOUTHERN SPECIALTY BRANDS, INC.

By:   
Dennis L. Dahl, President

## SCHEDULE A

Mark	Goods	Serial Number	Application Status
BODACIOUS BLUEBERRY	Dry baking mixes	76/054,845	Pending; published for opposition 4/3/01
COCO NANA	Dry baking mixes	76/055,870	Pending; published for opposition 4/17/01
COSMIC CHERRY	Mixes for bakery goods	76/054,841	Pending; awaiting publication
PEACHES 'N CREAM	Mixes for making bakery goods	76/055,581	Pending; response to Office Action due 9/22/01
VERRY BERRY	Muffin mixes	75/939,456	Pending - Notice of Allowance issued; Statement of Use due 8/6/01
VERRY BERRY (Stylized)	Dry baking mixes	76/054,846	Pending; published for opposition 4/17/01
WATERMELON WOW	Mixes for bakery goods	76/054,843	Pending; awaiting publication



## FIRST AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT AND ASSIGNMENT

This First Amendment to Trademark and Patent Security Agreement and Assignment (this "Amendment") dated as of August 31, 2006, is executed by SOUTHERN SPECIALTY BRANDS, INC. ("Debtor"), a Tennessee corporation, and AMSOUTH BANK ("Secured Party"), an Alabama banking corporation.

### RECITALS

A. Debtor and Secured Party have previously entered into that certain Trademark and Patent Security Agreement and Assignment dated June 27, 2001 (the "Trademark Agreement"), whereby Debtor transferred and assigned to Secured Party and granted to Secured Party a security interest in all its right, title and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, then existing or thereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country (collectively, the "Trademarks"), including, without limitation, all such rights referred to in Schedule A attached thereto.

B. Since that time, Debtor has acquired the following additional trademark (the "Additional Trademark"):

Trademark Registration No. 2,769,051  
Trademark: DIXIE LILY  
Registered: September 30, 2003

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Collateral Assignment. Debtor hereby reaffirms its prior transfer and assignment to Secured Party and its prior grant to Secured Party of a security interest in all of its Trademarks, including, but not limited to, the trademarks described on Exhibit A attached to the Trademark Agreement and the Additional Trademark. Without limiting the foregoing, to secure the Indebtedness (as defined in the Trademark Agreement), Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a continuing security interest in all of its now owned or hereafter acquired Trademarks, including, but not limited to, the trademarks described on Exhibit A attached to the Trademark Agreement and the Additional Trademark.

2. Reaffirmation. Debtor hereby reaffirms all representations and warranties set forth in the Trademark Agreement as being true and correct as of the date hereof. Except as expressly amended hereby, all terms and provisions of the Trademark Agreement remain in full force and effect. Debtor acknowledges and agrees that the Trademark Agreement, as amended

hereby, is enforceable against Debtor in accordance with its terms, subject to no setoff, counterclaim, or defense whatsoever.

3. Amendment, Modification, and Waiver in Writing. No provision of this Amendment can be amended, modified, or waived, except by a statement in writing signed by all parties to this Amendment.

4. Severability. Should any provision of this Amendment be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

5. Captions Not Controlling. Captions and headings have been included in this Amendment for the convenience of the parties, and shall not be construed as affecting the content of the respective paragraphs.

6. Counterparts. This instrument may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

7. Applicable Law. The validity, construction, and enforcement of this Amendment shall be determined according to the substantive laws of Tennessee without regard to conflicts principles, and by applicable federal law, to the extent that federal law may support the enforceability of this Amendment.

[signature page follows]

This First Amendment to Trademark and Patent Security Agreement and Assignment is executed as of the date first written above.

SOUTHERN SPECIALTY BRANDS, INC.

By: 

Title: President

AMSOUTH BANK

By: 

Title: Senior Vice President

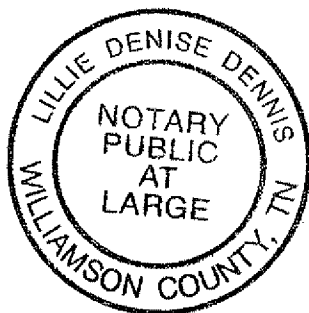
STATE OF Tennessee

COUNTY OF Williamson

SS.:

On this the 8<sup>th</sup> day of September, 2006, before me personally appeared Dennis Dahl who acknowledged himself to be the President of Southern Specialty Brands, Inc., a Tennessee corporation, and that he, as such officer of the corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lillie Denise Dennis  
NOTARY PUBLIC

State of Tennessee  
My Commission Expires: Jan. 16, 2006

[SEAL]

STATE OF Alabama

COUNTY OF Jefferson

SS.:

On this the 20<sup>th</sup> day of September, 2006, before me personally appeared Darlene Chandler who acknowledged himself/herself to be the Sr. V. p. of AmSouth Bank, an Alabama banking corporation, and that he/she, as such officer of the corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Terresa D Bonds  
NOTARY PUBLIC

State of Alabama  
My Commission Expires: 1-18-2010

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 18, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1373947  
102684-018

[Signature Page to First Amendment to Trademark and Patent  
Security Agreement and Assignment]

RECORDED: 11/15/2007

TRADEMARK  
REEL: 003660 FRAME: 0933