TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MORTGAGE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nemo's Bakery, Inc.		12/27/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sankaty Advisors, LLC
Street Address:	111 Huntington Avenue
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1697871	NE-MO'S
Registration Number:	2059019	HOMEMADE GOODNESS...AWAY FROM HOME
Registration Number:	2232344	NE-MO'S FINE BAKERY PRODUCTS

CH $90.00 1697871

CORRESPONDENCE DATA

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.951.7000
Email: tmfilings@fishneave.com
Correspondent Name: Chad Carr
Address Line 1: Ropes & Gray LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	BCCI-091-054
NAME OF SUBMITTER:	Chad Carr

Signature:	/Chad Carr/
Date:	12/31/2007

Total Attachments: 12
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Execution Version

PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE (the "Mortgage") made as of this 28th day of December, 2007, by NEMO'S BAKERY, INC., a California corporation, with its principal business and chief executive office at 416 N. Hale Ave, Escondido, California 92029 ("Mortgagor") in favor of Sankaty Advisors, LLC, as collateral agent for the Purchasers, with an office at 111 Huntington Ave., Boston, MA 02199 ("Mortgagee"):

WITNESSETH

WHEREAS, Mortgagor, the other Note Parties, Purchasers and Mortgagee are parties to a certain Note Purchase Agreement of even date herewith, as amended and supplemented (the "Note Purchase Agreement"), a certain Security Agreement on even date herewith, as amended and supplemented (the "Security Agreement") and other related loan documents of even date herewith (collectively, with the Note Purchase Agreement and the Security Agreement, the "Financing Agreements"), which Financing Agreements provide for the grant by Mortgagor to Mortgagee of a security interest in substantially all of the assets of Mortgagor, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations, copyright applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings given to them in the Note Purchase Agreement or in Appendix I thereto and if not defined therein, in the Security Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's Senior Note Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, subject to the terms of the Intercreditor Agreement, with power of sale upon the occurrence of an Event of Default, to the extent permitted by law, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired, subject to Permitted Liens:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all products, proceeds, income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(e) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) reissues, continuations, renewals or extensions, thereof, (b) all products, proceeds income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world and (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit C attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iv) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents, the Trademarks or the Copyrights or any other patent, trademark, service mark, copyright or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks and Trademark Licenses.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark, Copyright or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark, Copyright or, to the best of Mortgagor's knowledge, License been cancelled, in whole or in part and each such Patent, Trademark, Copyright and License is presently subsisting;

(ii) each Patent, Trademark, Copyright and License is valid and enforceable;

(iii) Other than ABL Lender, Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, Trademark, Copyright and License, free and clear of any liens, charges and encumbrances, except

TRADEMARK
REEL: 003687 FRAME: 0249

Permitted Liens, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Subject to the Intercreditor Agreement, Mortgagor agrees that until Mortgagor's Senior Note Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee sell or assign its interest in, or grant any license or sublicense under, the Patents, Trademarks, Copyrights or Licenses, or enter into any other agreement with respect to the Patents, Trademarks, Copyrights or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, Copyrights and Licenses. Mortgagor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the Patents, Trademarks, Copyrights and Licenses now owned by Mortgagor. If, before Mortgagor's Senior Note Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Copyrights or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks, Copyrights or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, Copyrights or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such Patents, Trademarks, Copyrights and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, and (ii) the payment in full of Mortgagor's Senior Note Obligations and the termination of the Financing Agreements. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

TRADEMARK
REEL: 003687 FRAME: 0250

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Senior Note Obligations and termination of the Financing Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Financing Agreements.

9. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights and Licenses, shall be borne by and paid by Mortgagor and shall be charged against the Senior Note Obligations.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark, copyright or service mark applications pending as of the date hereof or hereafter until Mortgagor's Senior Note Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, on all uncopyrighted but copyrightable works, and on trademarks and service marks, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, as commercially reasonable and (iv) to ensure that the Patents, Trademarks, Copyrights and Licenses are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.

11. Mortgagee's Right to Sue. Subject to the Intercreditor Agreement, after an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

TRADEMARK
REEL: 003687 FRAME: 0251

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Subject to the Intercreditor Agreement, Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks, Copyrights and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Mortgagor's Senior Note Obligations shall have been paid in full and the Financing Agreements, have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

16. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of New York.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreements.

21. Intercreditor Agreement. This Mortgage, and the rights of Mortgage hereunder, are subject in all respects to the terms of the Intercreditor Agreement.

[Remainder of page intentionally left blank.]

TRADEMARK
REEL: 003687 FRAME: 0252

IN WITNESS WHEREOF, Mortgagor has duly executed this Patent, Trademark, Copyright and License Mortgage in favor of Sankaty Advisors, LLC, as collateral agent for the Purchasers, as of the date first written above.

NEMO'S BAKERY, INC.

By _____

Name: Lee M. Rucker

Title: Chief Financial Officer

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this _____ day of December, 2007, by _____, personally known to me to be the _____ of NEMO's Bakery, Inc., a California corporation, on behalf of such corporation.

See ATTACHED NOTARIAL COPY.

_____
Notary Public

My Commission Expires:

_____

State of California

County of San Francisco

On December 27, 2007, before me, F. Gail L. Pitt, a Notary Public, personally appeared Lee M. Rucker, ~~personally known to me (or~~ proved to me on the basis of satisfactory evidence~~)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

F. GAIL L. PITT
Commission # 1540050
Notary Public - California
San Francisco County
My Comm. Expires Dec 31, 2008

Print Name: F. GAIL L. PITT

My commission expires: December 31, 2008

THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:

Chad M. Carr
Ropes & Gray LLP
One International Place
Boston, Massachusetts 02110
(617) 951-7000

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER INFORMATION
NE-MO'S FINE BAKERY PRODUCTS	75-467423	Registered	2232344	03/16/99	NEMO's
NE-MO'S AND DESIGN	74-191154	Renewed	1697871	6/30/92	NEMO's
HOMEMADE GOODNESS...AWAY FROM HOME	75-071020	Registered	2059019	05/06/97	NEMO's

EXHIBIT C

COPYRIGHTS

None.

EXHIBIT D

LICENSE AGREEMENTS

None.

RECORDED: 12/31/2007

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REEL: 003687 FRAME: 0259