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Form PTO-1594 (Rev. 10-08)  
OMB Collection 0651-0027 (exp. 11/11)

01-23-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



To the Director of the U. S. Patent and Trademark Office, documents or the new address(es) below.

103544756

<b>1. Name of conveying party(ies):</b> Great Harvest Franchising, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Montana</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>Northwest Farm Credit Services, PCA</u> Internal Address: <u>PO Box 2515</u> Street Address: <u>1700 South Assembly Street</u> City: <u>Spokane</u> State: <u>Washington</u> Country: <u>United States</u> Zip: <u>99220-2515</u>  <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>United States</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>December 18, 2008</u>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) <u>76/164,015; 76/164,016;</u> B. Trademark Registration No.(s) <u>2,795,324; 1,204,748; 1,518,173; 1,861,078; 1,920,003; 1,978,762;</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>  			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Mark W. Hendricksen</u> Internal Address: <u>Wells St. John P.S.</u>  Street Address: <u>601 West 1st Avenue, Suite 1300</u>  City: <u>Spokane</u> State: <u>Washington</u> Zip: <u>99201-3828</u> Phone Number: <u>509/624-4276</u> Fax Number: <u>509/838-3424</u> Email Address: _____		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">17</span>	
		<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>440</u>  <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
		<b>8. Payment Information:</b>  Deposit Account Number <u>23-0925</u> Authorized User Name <u>Wells St. John P.S.</u>	
<b>9. Signature:</b> <u>Mark W. Hendricksen</u> Signature Mark W. Hendricksen Name of Person Signing		<u>1-20-09</u> Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span>	

Documents to be recorded (including cover sheet) should be faxed to (501) 251-2100 or mailed to: 00000029 76164015  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450  
01 FC:8521  
02 FC:8522  
40.00 OP  
400.00 OP

TRADEMARK

REEL: 003934 FRAME: 0867

700399349

**EM218479928**

**United States Trademark Registration Numbers**

**Continued**

2,170,901; 2,170,921; 2,176,229; 2,176,254; 2,318,706; 2,345,071, 2,373,671; 3,282,875; and  
3,061,696

**EM218479928****Great Harvest Franchising, Inc.  
CIF/Note No. 43428-821****AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE  
OF INTELLECTUAL PROPERTY**

**THIS AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY** ("Agreement") dated as of December 16, 2008, is by and between **GREAT HARVEST FRANCHISING, INC.**, a Montana corporation, whose principal place of business is at 28 South Montana Street, Dillon, Montana 59725 (hereinafter ("Debtor")), and **NORTHWEST FARM CREDIT SERVICES, PCA**, whose principal place of business is at 1700 South Assembly Street, Spokane, Washington 99224-2121, P.O. Box 2515, Spokane, Washington 99220-2515 (hereinafter "Secured Party").

**WITNESSETH:**

**WHEREAS**, The parties wish to amend and restate the Security Agreement and License of Intellectual Property dated May 31, 2001. Each of the Loan Documents, agreements and instruments creating, evidencing and securing the repayment of the loan referenced herein, shall remain in effect and is valid, binding and enforceable according to its terms, except as may be modified by this Amended and Restated Security Agreement and License of Intellectual Property.

**WHEREAS**, Debtor and Secured Party have executed a certain General Business Security Agreement dated May 31, 2001 and other documents (hereinafter the "Security Agreement") which grant to Secured Party a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, equipment and general intangibles and intellectual property, including, but not limited to patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

**WHEREAS**, the Debtor and the Secured Party wish to make specific provision in this Agreement for the Debtor's intangibles and intellectual property identified herein;

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

**A. Incorporation of Security Agreement.** All of the terms and provisions of the Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF  
INTELLECTUAL PROPERTY - 1****Great Harvest Franchising, Inc.; CIF/Note No. 43428-821****TRADEMARK****REEL: 003934 FRAME: 0869**

**B. Grant of Security Interest in Intellectual and Intangible Property.** Debtor hereby irrevocably reaffirms its grant and grants a security interest to Secured Party all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual and Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Secured Party (the "Obligations") arising under the Term Note and Loan Agreement and Security Agreement:

1. All patents and patent applications on the inventions and improvements described and claimed therein, and including those patents (if any) listed on Schedule A and attached hereto (herein the "Patents"):

(a) All reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Patents;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Patents, including, without limitation, all damages and payments for past or future infringements of the Patents however arising and payable;

(c) All rights to sue for the past, present and future infringements of the Patents; and

(d) All rights arising from or corresponding to the Patents throughout the world.

2. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule B attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and/or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

3. All copyrights, copyright registrations and copyright applications, including, without limitation, all unregistered or common law copyrights (whether listed or not

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF  
INTELLECTUAL PROPERTY - 2**

**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

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in Schedule C), those copyrights listed on Schedule C attached hereto, and all renewals, extensions and continuations of such copyrights (hereinafter the "Copyrights").

4. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity, including, without limitation, the licenses and agreements (if any) listed on Schedule D attached hereto (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by the Debtor and which is covered by such Licenses to the extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

5. The goodwill of each of the Debtor's businesses connected with and/or symbolized by the business, the Trademarks (hereinafter "Goodwill").

6. The trade secrets, recipes and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Great Harvest Franchising, Inc. (hereinafter "Great Harvest") or a Great Harvest bread company ("Bread Company"), including: all recipes and their related measurements; all bread making processes, techniques, skills, temperatures, and timing; all baking forms and systems; all details of Great Harvest bread making theory or practice, oven systems, ingredient standards, wheat standards, ingredient supplier lists, wheat suppliers, equipment standards, special uses of equipment not commonly known outside Great Harvest, and equipment supplier lists; all details of Great Harvest's unique breadboard theories and practices and breadboard training rules; all details of Great Harvest's unique Bread Company management theories and practices, training methods, and Bread Company promotion training methods; all Bread Company management forms and systems and build-out specifications; all details of Great Harvest's location hunting theory or practice, location search kits and tapes, and tracking lists and tapes; all details of Great Harvest's unique franchising theories and practices; all secrets for achieving high gross sales in new Bread Companies; all proprietary newsletters, audio/visual training tapes, the Confidential Start-up Kit, and Confidential Book of Promises; the candidates list, all candidate information, and all proprietary internal personnel practices; and any other information or materials arising from Great Harvest related to the art of bread making, the operation of a Bread Company, the internal operation of Great Harvest Franchising, Inc., or the training and franchising of the Great Harvest system to Bread Company owners. Recipes includes all recipes of Debtor's business, including but not limited to those listed in Schedule E.

7. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Secured Party's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF  
INTELLECTUAL PROPERTY - 3**

**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

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**C. Disposition of Intellectual Property.** After the occurrence of an Event of Default (as defined in the Security Agreement), Secured Party may sell, assign or convey any or all of the Intellectual and Intangible Property to any purchaser(s) who would require some or all of such Intellectual and Intangible Property as a condition to purchasing Debtor's business or any of the inventory, equipment and/or product lines of Debtor. Secured Party shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and/or product lines of Debtor (or a part thereof).

**D. License to Use Intellectual and Intangible Property.** In addition to Secured Party's other rights and interests herein, Debtor grants to Secured Party an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Secured Party to manufacture, use, sub-license and/or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Section C above.

**E. Waiver of Payments by Secured Party.** Secured Party shall have no liability to Debtor or any other party for any royalties or other charges arising from Secured Party's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of the Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Secured Party from any royalties, expenses, charges, and/or liabilities incurred by Secured Party under this Agreement (or otherwise) and from any litigation, claims, actions and/or proceedings against Secured Party regarding the use and/or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees), except for any such liability arising from the gross negligence or willful misconduct of the Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition.

**F. Termination of this Security Interest and License.** The term of the security interest and license granted to Secured Party herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or
2. Full satisfaction of all of Debtor's Obligations to Secured Party, as set forth in the Security Agreement.

Upon payment in full of the Obligations, all remaining right, title and interest in and to Debtor's Intellectual and Intangible Property not conveyed pursuant to Section C herein shall automatically revert to Debtor, and Secured Party shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Secured Party's

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF  
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**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

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interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Secured Party during the term of this Agreement in accordance with the terms hereof), according to the Security Agreement.

**G. Duties of Debtor.** Until the Intellectual and Intangible Property are disposed of as contemplated in Section C above or until the Obligations are satisfied in full, whichever first occurs, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;
2. Prosecute diligently any Patent, Copyright and/or Trademark rights and/or application acquired by Debtor now or hereafter until the Obligations shall have been paid in full;
3. Make application on all patentable inventions and on all Trademarks and Copyrights, as appropriate;
4. Preserve and maintain all of Secured Party's rights in and to the Patent(s), Trademark(s), Copyright(s) and License(s); and
5. Promptly notify Secured Party in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Secured Party shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Secured Party's use thereof; nor shall Secured Party have any duties in connection with the application for, protection and/or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any patentable invention or in any Trademark or Copyright without the prior written consent of Secured Party.

**H. Secured Party's Rights to Protect Intellectual and Intangible Property.** After the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Secured Party shall commence any such permitted suit, Debtor shall, at the request of the Secured Party, do all lawful acts and execute all proper documents required by Secured Party in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in exercise of its rights under this Agreement. In the event Secured Party incurs any expense or cost in protecting and/or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF  
INTELLECTUAL PROPERTY - 5**

**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

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shall be deemed an "Obligation" under the Security Agreement and subject to all the provisions thereof. Upon the request of Secured Party, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Secured Party to properly record or evidence this pledge and security interest with the appropriate governmental authority.

L. **Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, or any delay in exercising, on the part of Secured Party, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Secured Party from any other or further exercise of any right or privilege, pursuant to the Security Agreement.

J. **Severability.** The provisions of this Agreement are severable. 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 Agreement in any jurisdiction.

K. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Secured Party.

L. **Cumulative Remedies.** All of Secured Party's rights and remedies with respect to the Intellectual and Intangible Property, whether established hereunder or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. **Beneficiaries.** This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its respective successors and assigns.

N. **Default Limited.** Wherever this Agreement provides that the Secured Party shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by the Secured Party in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether the Secured Party may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF  
INTELLECTUAL PROPERTY - 6**

**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

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O. WAIVER OF JURY TRIAL. DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS SECURITY AGREEMENT AND ANY LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

GREAT HARVEST FRANCHISING, INC.

By: [Signature]  
J. Michael Ferretti, President

By: X  
~~F. Marcus Fariss, Secretary-Treasurer~~

STATE OF NC )  
County of Gaston )ss.

On this 18th day of Dec., 2008, before me personally appeared J. Michael Ferretti and ~~F. Marcus Fariss~~, known to me to be the President and ~~Secretary-Treasurer~~, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that they were authorized to execute said instrument.

**ASHLEY DEWEESE**  
Notary Public  
Gaston County, NC  
My Commission Expires November 27, 2012

[Signature]  
Notary Public for the State of NC  
Residing at Gaston Co.  
My commission expires 11/27/2012  
Printed Name Ashley Deweese

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AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 7  
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

TRADEMARK  
REEL: 003934 FRAME: 0875

O. WAIVER OF JURY TRIAL. DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS SECURITY AGREEMENT AND ANY LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

GREAT HARVEST FRANCHISING, INC.

By: \_\_\_\_\_  
J. Michael Ferretti, President

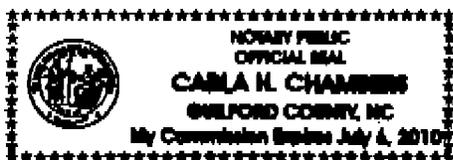
By: [Signature] , Secy-Treas.  
F. Marcus Fariss, Secretary-Treasurer

STATE OF North Carolina  
County of Guilford )ss.

On this 18 day of December 2008, before me personally appeared J. Michael Ferretti and F. Marcus Fariss, known to me to be the President and Secretary-Treasurer, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that they were authorized to execute said instrument.

Carla H. Chambers  
Notary Public for the State of North Carolina  
Residing at 1625 Brookhaven Mill Rd Greensboro, NC 27406  
My commission expires 7-6-10  
Printed Name Carla H. Chambers

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AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 7

Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

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**SCHEDULE A TO  
AMENDED AND RESTATED SECURITY AGREEMENT AND  
LICENSE OF INTELLECTUAL PROPERTY**

**GREAT HARVEST  
PATENTS**

None.

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 8**  
**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

SCHEDULE B TO  
AMENDED AND RESTATED SECURITY AGREEMENT AND  
LICENSE OF INTELLECTUAL PROPERTY

GREAT HARVEST  
UNITED STATES TRADEMARKS

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
S/N 76/164,014 Reg. 2,795,324	(Design only)	Great Harvest Franchising, Inc. Dillon, MT	Bread	yes (Windmill and "squiggle")	Active
S/N 76/164,015	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Restaurant services	yes (Windmill on hill w/words Great Harvest Bread Co.)	Abandoned
S/N 76/164,016	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Restaurant services	no	Abandoned
Reg. 1,204,748	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Bakery Goods	yes ("seal" w/windmill and words Great Harvest on banner, Bread Co. at bottom)	Active
Reg. 1,518,173	Great Harvest Bread Co. Millers and Bakers of Great Plains Wheat	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods	yes ("seal" w/windmill and words on banners)	Active

AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 9  
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

GREAT HARVEST  
UNITED STATES TRADEMARKS

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
Reg. 1,861,078	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods; Franchising services...; Retail bakery shop services	no	Active
Reg. 1,920,003	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods; Franchising services...; Retail bakery shop services	yes (windmill w/words "Great Harvest" and "Bread Co." on banners)	Active
Reg. 1,978,762	Bread...Keep It Simple!	Great Harvest Franchising, Inc. Dillon, MT	Retail bakery shop services	no	Active
Reg. 2,170,901	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Retail bakery shop services	yes (small windmill and words "Great Harvest Bread Co.")	Active
Reg. 2,170,921	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Clothing...; Jams and jellies; Raw wheat	no	Active
Reg. 2,176,229	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Clothing; Jams and jellies; Bakery goods; Raw wheat	yes (windmill on hill w/words "Great Harvest Bread Co.")	Active

AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 10  
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**GREAT HARVEST  
UNITED STATES TRADEMARKS**

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
Reg. 2,176,254	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Clothing; Jams and jellies; Bakery goods; Retail bakery shop services	yes (windmill on hill w/words "Great Harvest Bread Co.")	Active
Reg. 2,318,706	Great Harvest Bread Co.	Great Harvest Franchising, Inc. Dillon, MT	Vinyl signs; Magnets; Tissue paper for gift bags, paper name tags...etc; Attaché cases; Cutting boards; Toy windmills; balloons; Soups	yes (windmill on hill w/words "Great Harvest Bread Co.")	Active
Reg. 2,345,071	Millers and Bakers of Great Plains Wheat	Great Harvest Franchising, Inc. Dillon, MT	Bakery goods; Retail bakery shops	no	Active
Reg. 2,373,671	Great Bread...Nice People!	Great Harvest Franchising, Inc. Dillon, MT	Retail bakery shop services	no	Abandoned
Reg. 3,282,875	Freedom Franchise	Great Harvest Franchising, Inc. Dillon, MT	Retail Bakery shop services	no	Active

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 11**  
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**GREAT HARVEST  
UNITED STATES TRADEMARKS**

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
Reg. 3,061,696	Great Harvest's Mission Statement: Be loose and have fun. Bake phenomenal bread. Run fast to help customers. Create strong & exciting bakeries. And give generously to others.	Great Harvest Franchising, Inc. Dillon, MT	Retail Bakery shop services	no	Active

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 12**  
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**GREAT HARVEST  
CANADA TRADEMARKS**

<u>Trademark Registration/ Application No.</u>	<u>Name of Trademark</u>	<u>Listed Owner</u>	<u>Description of Goods or Services</u>	<u>Design? (note design)</u>	<u>Abandoned or Active</u>
Reg. 742,046	Great Harvest Bread Co.	Great Harvest Franchising, Inc.	Bakery goods...; Operation and franchising of retail bakery shops	no	Active
Reg. 742,047	Great Harvest Bread Co. & design and words "Great Harvest" and "Bread Co.")	Great Harvest Franchising, Inc.	Bakery goods...; Operation and franchising of retail bakery shops	yes (Windmill w/banners)	Active
Reg. 845,680	Great Harvest Bread Co. & design	Great Harvest Franchising, Inc.	Bakery goods...; Wheat, jams and jellies; clothing...	yes (Windmill on hill w/words)	Active
Reg. 845,681	Great Harvest Bread Co. & design	Great Harvest Franchising, Inc.	Operation and franchising of retail bakery shops	no (stylized words only)	Active

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**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY - 13**  
Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

**SCHEDULE C TO  
AMENDED AND RESTATED SECURITY AGREEMENT AND  
LICENSE OF INTELLECTUAL PROPERTY**

**GREAT HARVEST  
COPYRIGHTS**

None.

**SCHEDULE D TO  
AMENDED AND RESTATED SECURITY AGREEMENT AND  
LICENSE OF INTELLECTUAL PROPERTY**

**GREAT HARVEST  
LICENSES AND AGREEMENTS**

None.

**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL  
PROPERTY - 15**

**Great Harvest Franchising, Inc.; CIF/Note No. 43428-821**

**TRADEMARK  
REEL: 003934 FRAME: 0884**

**SCHEDULE E TO  
AMENDED AND RESTATED SECURITY AGREEMENT AND  
LICENSE OF INTELLECTUAL PROPERTY**

**GREAT HARVEST RECIPES**

<p><b><u>Core Breads</u></b> Honey - Whole Wheat White - White Basic - Whole Wheat Raisin - Fruit Sunflower - Nut/Grain Onion Dill Rye - Herb/Spice Cinnamon Raisin Walnut - Fruit Sprouted - Nut/Grain Country - Whole Wheat Nine Grain - Nut/Grain Original - Whole Wheat Tri Grain - Whole Wheat</p> <p><b><u>Good Breads</u></b> Apricot Almond - Fruit Cheddar Garlic - Specialty Cherry Walnut - Fruit Cornbread - Specialty Cornbread (White) - Specialty Country French - Whole Wheat Cracked Pepper Parmesan - Specialty Cranberry Orange - Fruit Cranberry White - Fruit Dakota - Nut/Grain Nut &amp; Spice - Nut/Grain Oat Bran - Nut/Grain Oatmeal Poppyseed - Nut/Grain Orange Pecan - Specialty Pecan Swirl/Cinnamon Swirl - Sweet Pizza - Specialty Potato Chive - Herb/Spice Pumpkin Swirl - Specialty Red, White Blueberry - Fruit</p>	<p><b><u>Good Breads (Cont.)</u></b> Rosemary Garlic - Herb/Spice Spinach Feta - Specialty Sunflower Millet - Nut/Grain White Cheddar Garlic - Specialty</p> <p><b><u>Promising Breads</u></b> Apple Cinnamon Walnut - Fruit Apple Crunch - Sweet Apple Date Crunch - Fruit Backwoods Blast - Nut/Grain Basil Parmesan - Specialty Beer Bread - Specialty Blueberry Lemon - Fruit Burly Bread - Nut/Grain Caraway Rye - Specialty Carrot Poppyseed - Specialty Challah - Specialty Chocolate Cherry - Sweet Cinnamon Raisin Breakfast Bun - Fruit Cinnamon Raisin White - Fruit Cinnamon Chip - Fruit Cran Apple White - Fruit Focaccia - Specialty Ginger Bread - Specialty Green Chili Cheese - Specialty Hot Cross Bun - Seasonal Irish Baked Potato - Specialty Irish Soda Bread - Seasonal Marble Rye - Specialty Mediterranean Olive - Herb/Spice Musher's Bread - Specialty Nacho Bread - Specialty</p>	<p><b><u>Promising Breads (Cont.)</u></b> Northern Cherry - Fruit Nutty Oat - Nut/Grain Pesto Sundried Tomato - Specialty Popeye - Specialty Pumpkin Nut &amp; Spice - Nut/Grain Russel's Rye - Specialty Spelt - Specialty Sprouted Sunflower - Nut/Grain Stollen - Seasonal Stuffing Bread - Seasonal Swedish Rye - Herb/Spice Tomato Herb - Herb/Spice Trail Bread - Specialty Walnut Fig - Seasonal White Chocolate Cherry - Fruit Woodstock - Nut/Grain</p>
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AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL  
PROPERTY - 16

Great Harvest Franchising, Inc.; CIF/Note No. 43428-821

TRADEMARK

RECORDED: 02/12/2009

REEL: 003934 FRAME: 0885