

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
Cloverhill Pastry-Vend, LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1286265	CLOVERHILL BAKERY
Registration Number:	3475697	BIG TEXAS
Registration Number:	2235589	BIG TEXAS
Registration Number:	3271078	BIG TEXAS BUTTERKRUNCH
Registration Number:	2802871	GLAZED SOFTEE
Registration Number:	2826132	KICKIN' KORBREAD
Registration Number:	2845993	MEGA HONEY BUN
Registration Number:	3271079	TOUCHDOWN! HONEY BUN
Registration Number:	3417426	CLOVERHILL BAKERY
Registration Number:	3191711	CLOVERHILL
Registration Number:	3106835	
Registration Number:	3640848	EDDIE'S PRIDE
Registration Number:	3586928	
Registration Number:	3586929	CLOVERHILL BAKERY

CH \$415.00 1286265

900145317

**TRADEMARK
 REEL: 004078 FRAME: 0390**

Serial Number:	77652403	EDDIE'S PRIDE
Registration Number:	2798997	KICKIN' CORNBREAD

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-352
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/14/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 14, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

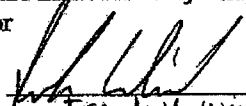
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, each 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.

Very truly yours,

CLOVERHILL PASTRY-VEND, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Frank W. Winston
Title: Secretary & Vice President

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

Very truly yours,

CLOVERHILL PASTRY-VEND, LLC, a Delaware limited liability company, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Daniel J. Landis*
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE 1

Name of Owner	Trademark	Reg. # / Ser #
United States Trademarks		
Cloverhill Pastry-Vend, LLC	Cloverhill Bakery image	1,286,265
Cloverhill Pastry-Vend, LLC	BIG TEXAS	3,475,697
Cloverhill Pastry-Vend, LLC	BIG TEXAS	2,235,589
Cloverhill Pastry-Vend, LLC	BIG TEXAS BUTTERKRUNCH	3,271,078
Cloverhill Pastry-Vend, LLC	GLAZED SOFTEE	2,802,871
Cloverhill Pastry-Vend, LLC	KICKIN' CORNBREAD	2,798,997
Cloverhill Pastry-Vend, LLC	KICKIN' KORNbread	2,826,132
Cloverhill Pastry-Vend, LLC	MEGA HONEY BUN	2,845,993
Cloverhill Pastry-Vend, LLC	TOUCHDOWN! HONEY BUN	3,271,079
Cloverhill Pastry-Vend, LLC	Cloverhill Bakery image	3,417,426
Cloverhill Pastry-Vend, LLC	CLOVERHILL	3,191,711
Cloverhill Pastry-Vend, LLC	Chef image	3,106,835
Cloverhill Pastry-Vend, LLC	EDDIE'S PRIDE	3,640,848
Cloverhill Pastry-Vend, LLC	Chef image	3,586,928
Cloverhill Pastry-Vend, LLC	Logo image	3,586,929
Cloverhill Pastry-Vend, LLC	Eddie's Pride image	77/652,403