

01/24/2011



Form PTO-1594 (Rev 01-09)
OMB Collection 0651-0027 (exp 02/28/2009)

U S DEPARTMENT OF COMMERCE
and States Patent and Trademark Office

103616162

REC

TRADEMARKS ONLY

To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Milton's Baking Company, LLC, a Delaware limited liability company
Milton's Holding Corporation, a Delaware corporation
Milton's Fine Foods, Inc., a Delaware corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State Delaware
- Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deerpath Funding, LP

Internal

Address: 71st Floor

Street Address 405 Lexington Avenue

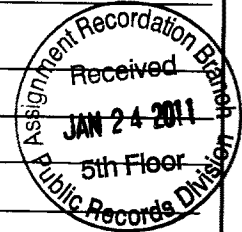
City New York

State New York

Country USA Zip 10174

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)



3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/16/2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

B Trademark Registration No (s)

N/A

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

Please see additional sheets attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Porter & Hedges, LLP c/o Anders Gibson

Internal Address 36th Floor

Street Address 1000 Main Street

City Houston

State TX Zip 77002

Phone Number (713) 226-6000

Fax Number (713) 226-1331

Email Address agibson@porterhedges.com

6. Total number of applications and registrations involved:

44

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,760.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Anders Gibson
Signature

January 18, 2011

Date

Anders Gibson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004460 FRAME: 0729

4.B. Trademark Registration No.(s)

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Serial No.	Country
AMERICA'S WELLNESS BAKER		77/732,512	U.S.
BRAN CLASSICS	3,309,424	78/798,567	U.S.
CRACKER CARGO	2,946,581	76/536,406	U.S.
DOODLE THE ROOSTER	3,623,926	77/339,436	U.S.
EVERYTHING MULTI-GRAIN	3,456,944	77/243,522	U.S.
FAMILY STYLE & design	3,547,648	77/227,552	U.S.
FIELD FRIENDS	2,858,674	76/505,562	U.S.
FROG FRIENDS	2,940,311	76/031,084	U.S.
ISLAND SEA SHELLS	2,929,156	76/216,579	U.S.
M (stylized)	3,570,564	77/286,541	U.S.
MILLIE THE COW	3,623,925	77/339,431	U.S.
MILTON'S	3,669,998	77/277,936	U.S.
MILTON'S CRAFT BAKERS and Design		85/045,118	U.S.
MILTON'S DELICATESSEN GRILL BAKERY & design	2,264,032	75/308,064	U.S.
MILTON'S DELICATESSEN RESTAURANT & design	2,634,991	76/346,962	U.S.
MILTON'S WHOLE GRAIN PLUS	3,619,955	77/203,271	U.S.
MILTON'S HEALTHY MULTI-GRAIN PLUS	3,600,326	78/825,891	U.S.
MILTON'S QUALITY BAKED GOODS & design	2,634,992	76/346,964	U.S.
MILTON'S RESTAURANT CLASSICS & Design	3,329,981	76/622,265	U.S.
Miscellaneous Design (PIGGLES - VIEW 2)	3,623,923	77/339,362	U.S.
Miscellaneous Design (PIGGLES - VIEW 1)	3,623,922	77/339,353	U.S.
Miscellaneous Design (DOODLE - VIEW 1)	3,623,921	77/339,335	U.S.
Miscellaneous Design (DOODLE - VIEW 2)	3,623,920	77/339,324	U.S.
Miscellaneous Design (MILLIE - VIEW 2)	3,623,919	77/339,313	U.S.
Miscellaneous Design (MILLIE - VIEW 1)	3,623,918	77/339,296	U.S.
MY FAMILY FARM	3,101,239	76/577,401	U.S.
PIGGLES THE PIG	3,623,924	77/339,405	U.S.
RESTAURANT CLASSICS BY MILTON'S	3,235,558	76/628,671	U.S.

4.B. Trademark Registration No.(s)

QUALITY FOOD PRODUCTS & design			
SURVIVAL SNACKS	2,929,155	76/216,578	U.S.
THE ORIGINAL MILTON'S QUALITY BAKED GOODS BREADSIDE STORIES & Design	2,952,100	76/215,769	U.S.
YOUR TASTE FOR LIFE		77/732,507	U.S.
MILTON'S		1,374,731	Canada
MILTON'S FINE FOODS		1,332,827	Canada
MILTON'S RESTAURANT CLASSICS & design	TMA758,966	1,320,447	Canada
MILTON'S QUALITY BAKED GOODS & design	TMA713,380	1,320,448	Canada
MY FAMILY FARM		1,384,504	Canada
VOTRE GOUT POUR LA VIE		1,444,317	Canada
YOUR TASTE FOR LIFE		1,445,432	Canada
MILTON'S		6076591	European Community
MILTON'S	5196835	2007-79169	Japan
MILTON'S Design (Milton's The Original Quality Baked Goods Galletas Saladas y Multi Grano)	1074028	947309	Mexico
MY FAMILY FARM	1117421	926766	Mexico
AMERICA'S WELLNESS BAKER	2529691	2529691	United Kingdom

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2010 (the "**Agreement**"), by and among MILTON'S BAKING COMPANY, LLC, a Delaware limited liability company (the "**Company**"), MILTON'S HOLDING CORPORATION, a Delaware corporation ("**Holdings**"), and MILTON'S FINE FOODS, INC., a Delaware corporation ("**Fine Foods**"); together with the Company and Holdings, each individually and collectively, "**Debtor**", and DEERPATH FUNDING, LP, a Delaware limited partnership ("**Deerpath**"), as administrative agent (in such capacity, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor, Secured Party, as a lender and as administrative agent for itself and the other Lenders, and the other lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), among Debtor and Secured Party, pursuant to which Debtor granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

WHEREAS, as a condition to extending credit to Company under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Company pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

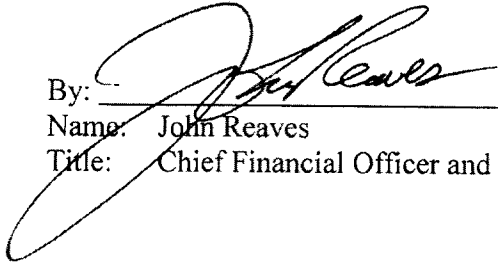
[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

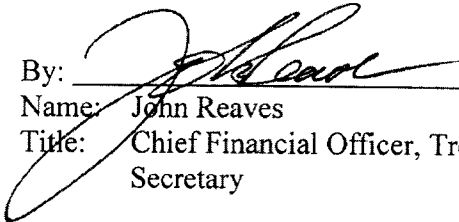
MILTON'S BAKING COMPANY, LLC
a Delaware limited liability company

MILTON'S HOLDING CORPORATION
a Delaware corporation

By: 
Name: John Reaves
Title: Chief Financial Officer and Secretary

By: _____
Name: Mark L. Briggs
Title: President and Secretary

MILTON'S FINE FOODS, INC.
a Delaware corporation

By: 
Name: John Reaves
Title: Chief Financial Officer, Treasurer and Secretary

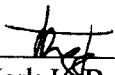
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

MILTON'S BAKING COMPANY, LLC
a Delaware limited liability company

MILTON'S HOLDING CORPORATION
a Delaware corporation

By: _____
Name: John Reaves
Title: Chief Financial Officer and Secretary

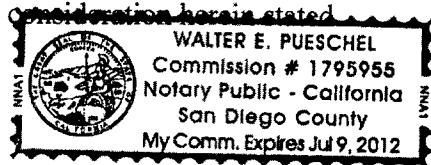
By:  _____
Name: Mark L. Briggs
Title: President and Secretary

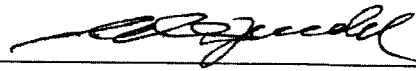
MILTON'S FINE FOODS, INC.
a Delaware corporation

By: _____
Name: John Reaves
Title: Chief Financial Officer, Treasurer and Secretary

STATE OF California)
) ss.
COUNTY OF San Diego)

This instrument was acknowledged before me on January 13, 2011, by John Reaves, Chief Financial Officer and Secretary of Milton's Baking Company, LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and

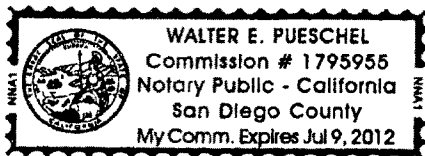


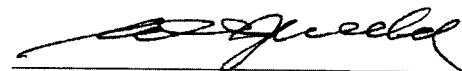


Notary Public in and for the State of California

STATE OF California)
) ss.
COUNTY OF San Diego)

This instrument was acknowledged before me on January 13, 2011, by John Reaves, Chief Financial Officer, Treasurer and Secretary of Milton's Fine Foods, Inc., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.





Notary Public in and for the State of California

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on January ____, 2011, by Mark L. Briggs, President and Secretary of Milton's Holding Corporation, a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.

Notary Public in and for the State of _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on January ____, 2011, by John Reaves, Chief Financial Officer and Secretary of Milton's Baking Company, LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.

Notary Public in and for the State of _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on January ____, 2011, by John Reaves, Chief Financial Officer, Treasurer and Secretary of Milton's Fine Foods, Inc., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.

Notary Public in and for the State of _____

STATE OF _____)
) ss. *Please see attached certificate*
COUNTY OF _____)

This instrument was acknowledged before me on January ____, 2011, by Mark L. Briggs, President and Secretary of Milton's Holding Corporation, a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.

Notary Public in and for the State of _____

ACKNOWLEDGMENT

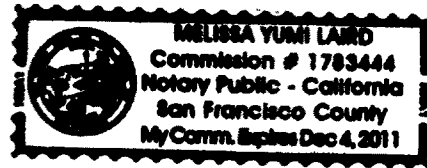
State of California
County of San Francisco

On January 13, 2011 before me, Melissa Yumi Laird, Notary Public
(insert name and title of the officer)

personally appeared Mark L. Briggs
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



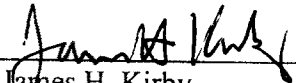
Signature Melissa Yumi Laird (Seal)

SECURED PARTY:

DEERPATH FUNDING, LP

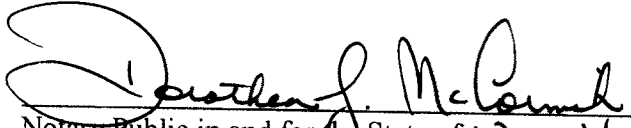
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: 
Name: James H. Kirby
Title: President

STATE OF New York)
) ss.
COUNTY OF New York

This instrument was acknowledged before me on January 14, 2011, by James H Kirby, President of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.


Notary Public in and for the State of New York

DOROTHEA J. McCORMICK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6157839
Qualified in New York County
Commission Expires Dec. 11, 2010 2014

Schedule 1
to
Patent and Trademark Security Agreement

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

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