

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
Main Street Gourmet, LLC		04/08/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Triangle Capital Corporation
Street Address:	3700 Glenwood Avenue
Internal Address:	Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1887351	ISABELLA'S
Registration Number:	2871497	MAIN STREET GOURMET
Registration Number:	2221194	MAIN STREET GOURMET
Registration Number:	1840748	MAIN STREET MUFFINS
Registration Number:	2143723	MOUNTAIN BERRY
Registration Number:	1973555	MUFFINS FOR MAMMOGRAMS
Registration Number:	1852528	WE LET OUR INGREDIENTS DO THE TALKING

CORRESPONDENCE DATA

Fax Number: (704)353-3600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (704) 331-7400
 Email: chdocket@klgates.com
 Correspondent Name: K&L Gates LLP

900189332

**TRADEMARK
 REEL: 004521 FRAME: 0973**

OP \$190.00 1887351

Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2932852.00045

NAME OF SUBMITTER: Karl S. Sawyer, Jr.

Signature: /Karl S. Sawyer, Jr./

Date: 04/14/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 8, 2011 by and among Main Street Gourmet, LLC, a Delaware limited liability company, MS Bakery Holdings, Inc., a Delaware corporation (each a "Grantor" and collectively, the "Grantors,") and Triangle Capital Corporation (the "Lender").

This Agreement is executed pursuant to the terms of (a) the Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Grantors and the Lender and (b) the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors in favor of the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Lender, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all of Grantor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of such Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of such Grantor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, such Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

MAIN STREET GOURMET, LLC, as Grantor

By: [Signature]
Name: David J. Choe
Title: President, Treasurer and Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, Betty Ann Thornson, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and stated that (s)he is _____ of _____ and acknowledged, on behalf of _____ the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of April, 2011.



[Signature]
Notary Public

My commission expires:

11/3/2011

[Trademark Security Agreement - Main Street Gourmet, LLC]

MS BAKERY HOLDINGS, INC., as Grantor

By: A. Schneider
Name: Alexander Schneider
Title: Chairman, VP and Assistant Secretary

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

I, Betty Ann Thornson, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and stated that (s)he is _____ of _____ and acknowledged, on behalf of _____ the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of April, 2011.

"OFFICIAL SEAL"
BETTY ANN THORNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/3/2013

Betty Ann Thornson
Notary Public

My commission expires:

11/3/2013

Agreed and Accepted as of the
date first written above.

TRIANGLE CAPITAL CORPORATION

By: 
Name: Jeffrey A. Dombcik
Title: Managing Director

[Trademark Security Agreement – Main Street Gourmet, LLC]

**SCHEDULE I
TRADEMARKS**

Trademarks:

COUNTRY CLASSES	FILED	APPL#	REGDT	REG#	STATUS	
	<i>All Actions Dye (Original)</i>					
"MAIN STREET MUFFINS"						
UNITED STATES	7/26/1993 7/26/2013	14,015 RENEWAL	7/26/1993	TM 14,015	REGISTERED	
BAKER DESIGN						
UNITED STATES	12/16/1993	470,382	4/25/1995	1,891,258	DESTROYED	
ISABELLA'S						
UNITED STATES	3/14/1994 4/4/2015	74/499,411 RENEWAL	4/4/1995	1,887,351	REGISTERED	30
MAIN STREET GOURMET						
UNITED STATES	2/7/2003 8/10/2014	78/212,315 RENEWAL	8/10/2004	2,871,497	REGISTERED	030
UNITED STATES	4/15/1997 2/2/2019	75/274,948 RENEWAL	2/2/1999	2,221,194	REGISTERED	030
MAIN STREET MUFFINS						
UNITED KINGDOM	8/5/1994	1,158,111	8/5/1994	1,581,111	DESTROYED	30
MAIN STREET MUFFINS AND DESIGN						
UNITED STATES	8/16/1993 6/21/2014	74/425,649 RENEWAL	6/21/1994	1,840,748	REGISTERED	030
MOUNTAIN BERRY						
UNITED STATES	12/17/1996 3/10/2018	75/214,469 RENEWAL	3/10/1998	2,143,723	REGISTERED	030
MUFFINS FOR MAMMOGRAMS						
UNITED STATES	2/17/1995 5/7/2016	74/635,176 RENEWAL	5/7/1996	1,973,555	REGISTERED	036
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UNITED STATES	8/16/1993	74/425,647	9/6/1994	1,852,528	REGISTERED	