

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
La Madeleine, Inc.		04/22/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	1977 Saturn Street, Mail Sort: SC-MPK-03-C		
City:	Monterey Park		
State/Country:	CALIFORNIA		
Postal Code:	91755		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1645635	HOME AWAY FROM HOME	
Registration Number:	3003267	LA MADELEINE	
Registration Number:	1614450	LA MADELEINE	
Registration Number:	3090103	TAKE HOME A LITTLE FRENCH DISH	
Registration Number:	3203525	CV	
Registration Number:	3198218	LA CUISINE VITALE LA MADELEINE BAKERY CAFE BISTRO	
Registration Number:	3244722		
Registration Number:	3928034	GOURMET CUISINE	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	dpung@mofo.com		
Correspondent Name:	Rosemary S. Tarlton		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		

CH \$215.00 1645635

ATTORNEY DOCKET NUMBER:	7427-1166
NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	04/26/2011
Total Attachments: 9 source=7427-1166 - La Madeleine Security Agreement#page1.tif source=7427-1166 - La Madeleine Security Agreement#page2.tif source=7427-1166 - La Madeleine Security Agreement#page3.tif source=7427-1166 - La Madeleine Security Agreement#page4.tif source=7427-1166 - La Madeleine Security Agreement#page5.tif source=7427-1166 - La Madeleine Security Agreement#page6.tif source=7427-1166 - La Madeleine Security Agreement#page7.tif source=7427-1166 - La Madeleine Security Agreement#page8.tif source=7427-1166 - La Madeleine Security Agreement#page9.tif	

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 22nd day of April 2011 by and between LA MADELEINE, INC., a Texas corporation, ("Debtor"), and BANK OF THE WEST, as administrative agent (the "Administrative Agent") for the Lenders party to the Credit Agreement referred to below.

WHEREAS, the Debtor, each Subsidiary of the Debtor that is or becomes a party thereto as a "Borrower" in accordance with the terms thereof (collectively with the Debtor, the "Borrowers" and individually, including the Debtor, a "Borrower"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the Administrative Agent are parties to a Credit Agreement dated as of April 22, 2011 (as amended, modified, waived, amended and restated or replaced, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings given thereto in the Credit Agreement).

It is a condition precedent to the Borrowings under the Credit Agreement that the Debtor grants a security interest in the Collateral to secure its obligations under the Loan Documents. The Debtor will derive substantial direct and indirect benefits from the making of the Loans to the Borrowers pursuant to the Credit Agreement (which benefits are hereby acknowledged by the Guarantor).

In order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and the Lenders to extend credit under the Credit Agreement, and in consideration of the premises and mutual covenants contained herein, the Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for obligations that Debtor may, from time to time, have to Administrative Agent and Lenders, in any capacity (collectively, the "Secured Parties"), in respect of loans, advances, letters of credit, derivatives and other credit accommodations (the "Obligations"), Debtor hereby grants a security interest to the Administrative Agent in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks (each a "Trademark" and collectively, the "Trademarks"); (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of the Secured Parties, it is the intention of the parties hereto that Debtor continue to own the Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to each of the Secured Parties that: (a) Debtor has good and marketable title to the Collateral, and has granted to the Administrative Agent for the benefit of the Secured Parties a first priority perfected security interest therein; (b) Debtor is a corporation organized under the laws of Texas with a registration number of 615649 and (c) Debtor's mailing address is 12201 Merit Drive, Suite 900, Dallas, Texas 75251.

4. Covenants.

(a) Debtor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Trademark which is material to the conduct of such Debtor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Trademark with the relevant trademark registration symbol.

(b) Debtor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Debtor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable Law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Debtor (either itself or through licensees) will, for each work covered by a material copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Debtor shall notify the Administrative Agent immediately if it knows or has reason to know that any Trademark material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or similar office of any country) regarding such Debtor's ownership of any Trademark, its right to register the same, or to keep and maintain the same.

(e) Debtor shall, within ten days after the end of each calendar month in which the following described action occurs, inform the Administrative Agent of each application for any Trademark (or for the registration of any Trademark) with the United States Patent and Trademark Office filed during such calendar month by such Debtor, either itself or through any Administrative Agent, employee, licensee or designee and, upon request of the Administrative Agent, Debtor shall execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in such Trademark, and Debtor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable for so long as Administrative Agent holds a security interest therein.

(f) Debtor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Trademarks material to the conduct of the Debtor's business (and to obtain the relevant grant or registration) and to maintain each registration of the Trademarks that is material to the conduct of the Debtor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties, all within the sole discretion of Debtor.

(g) In the event that the Debtor has reason to believe that any Collateral consisting of a Trademark material to the conduct of such Debtor's business has been or is about to be materially infringed, misappropriated or diluted by a third party, such Debtor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue

for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, all within the sole discretion of Debtor.

(h) Upon and during the continuance of an Event of Default, Debtor shall, upon the request of the Administrative Agent, use its reasonable best efforts to obtain all requisite consents or approvals by the licensor of each Trademark licensed to Debtor by a third party to effect the assignment of all of such Debtor's right, title and interest thereunder to the Administrative Agent or its designee in connection with the exercise of Administrative Agent's remedies under the Credit Agreement or any Collateral Documents.

5. Collection of Collateral Payments. Upon the request of the Administrative Agent made at any time after an Event of Default, Debtor will (a) notify and direct any licensee or other party who is obligated to make payments ("Payment Collateral") on the Collateral, to make payment thereof to such accounts as the Administrative Agent may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to the Administrative Agent, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by the Administrative Agent) which may be received by Debtor at any time on account of any Collateral Payment and, until delivered to the Administrative Agent, such items will be held in trust for the Administrative Agent and will not be commingled by Debtor with any of its other funds or property. Thereafter, the Administrative Agent is hereby authorized and empowered to endorse the name of Debtor on any check, draft or other instrument for the payment of money received by the Administrative Agent on account of any Collateral Payment if the Administrative Agent believes such endorsement is necessary or desirable for purposes of collection. Debtor will indemnify and save harmless the Secured Parties from and against all reasonable liabilities and expenses on account of any adverse claim asserted against any Secured Party relating to any moneys received by such Secured Party on account of any Collateral Payment and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of the Obligations and the release of the security interest granted in this Security Agreement.

6. Remedies.

(a) Remedies upon Default.

(i) Upon the occurrence and during the continuance of an Event of Default, Debtor agrees to make available to the Administrative Agent each item of Collateral on demand, and it is agreed that the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (A) on demand, to cause the security interest in the Collateral to become an assignment, transfer and conveyance of any of or all the applicable Collateral by the Debtor to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (B) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass, to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise the Debtor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable Law. Without limiting the generality of the foregoing, Debtor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable Law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they

are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Debtor, and Debtor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Debtor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(ii) The Administrative Agent shall give the Debtor 10 days' written notice (which Debtor agrees is reasonable notice within the meaning of the Uniform Commercial Code) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 6(a), any Secured Party may bid for or purchase, free (to the extent permitted by applicable Law) from any right of redemption, stay, valuation or appraisal on the part of the Debtor (all said rights being also hereby waived and released to the extent permitted by applicable Law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from the Debtor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Debtor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof. The Administrative Agent shall be free to carry out such sale pursuant to such agreement, and no Debtor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Security Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(b) Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, in accordance with the Credit Agreement.

(c) Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, Debtor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sub-license

any of the Collateral now owned or hereafter acquired by such Debtor, to the extent granting such license or sub-license would not violate any agreement applicable to such Collateral and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent may be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Debtor notwithstanding any subsequent cure of an Event of Default.

(d) Collection. Until the Administrative Agent exercises its rights hereunder to collect on any Collateral, the Debtor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Collateral. At the request of the Administrative Agent, upon the occurrence of any Event of Default, all remittances received by the Debtor shall be held in trust for the Administrative Agent and, in accordance with the Administrative Agent's instructions, remitted to the Administrative Agent or deposited to an account with the Administrative Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

7. Miscellaneous. The rights, powers and remedies of the Administrative Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to the Administrative Agent by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Administrative Agent's security interest in the Collateral. Any delay or failure by the Administrative Agent to exercise any right, power or remedy shall not constitute a waiver thereof by the Administrative Agent, and no single or partial exercise by the Administrative Agent of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement and the other documents and agreements evidencing the Obligations (the "Loan Documents") embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Loan Documents of Debtor shall survive the termination of this Agreement and shall be effective until the Obligations are paid and performed in full or longer as expressly provided herein. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its choice of law rules. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

LA MADELEINE, INC., as Debtor

By: Michael T. Clock
Name: Michael T. Clock
Title: CFO

Address: 12201 Merit Drive, Suite 900
Dallas, Texas 75251
Attention: Legal Department

THE BANK OF THE WEST as the
Administrative Agent

By: _____
Name: H. Hiro Ebihara
Title: Vice President

Address:

Sandra Fox, Commercial Loans Manager
Bank of the West
1977 Saturn Street
Mail Sort: SC-MPK-03-C
Monterey Park, CA 91751
Tel: (323) 727-3065
Fax: (323) 727-3099
Sandra.Fox@bankofthewest.com

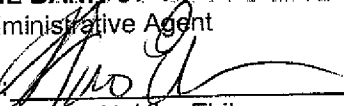
IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

LA MADELEINE, INC., as Debtor

By: _____
Name: _____
Title: _____

Address: 12201 Merit Drive, Suite 900
Dallas, Texas 75251
Attention: Legal Department

THE BANK OF THE WEST as the
Administrative Agent

By:  _____
Name: H. Hiro Ebihara
Title: Vice President

Address:

Sandra Fox, Commercial Loans Manager
Bank of the West
1977 Saturn Street
Mail Sort: SC-MPK-03-C
Monterey Park, CA 917551
Tel: (323) 727-3065
Fax: (323) 727-3099
Sandra.Fox@bankofthewest.com

**SCHEDULE 1 TO SECURITY AGREEMENT
(TRADEMARKS)**

REGISTERED TRADEMARKS

Mark	Jurisdiction	Registration No.	Filing Date
HOME AWAY FROM HOME	USA	1645635	05/29/90 Expires 5/21/11 – will not be renewed
LA MADELEINE	Canada	731657	02/27/04
LA MADELEINE	Canada	433808	02/02/90
LA MADELEINE	European Community	3690856	03/02/04
LA MADELEINE	USA	3003267	09/09/03
LA MADELEINE	USA	1614450	01/08/90
LA MADELEINE & Design (Wheat Logo)	Mexico	793261	05/20/02
LA MADELEINE (Stylized)	France	1715496	06/03/91
LA MADELEINE (STYLIZED)	International Registration	584598	03/20/92
TAKE HOME A LITTLE FRENCH DISH (block letters)	USA	3090103	05/18/05
CV (and Design)	USA	3203525	07/19/05
LA CUISINE VITALE & DESIGN (La Madeleine Bakery Café Bistro)	USA	3198218	07/19/05
LA MADELEINE (Class 30)	MEXICO	1070466	07/21/06
LA MADELEINE (Class 29)	MEXICO	1026221	07/21/06
LA MADELEINE (Class 43)	MEXICO	1029664	07/21/06
MISCELLANEOUS DESIGN (HOUSE ON FARMSCAPE)	US	3244722	07/14/06
GOURMET CUISINE & Design	US	3928034	04/15/10
GOURMET CUISINE & Design	CANADA	1491308	08/05/10

STATE OF TEXAS

COUNTY OF DALLAS

On April 20, 2011 before me, Brenda S. Glossup
personally

(insert name and title of the officer),

appeared Michael T. Cloek

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_____, personally known to me (or 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.

WITNESS my hand and official seal.

Brenda S. Glossup
Signature of Notary

(Seal)

