

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Karl Bissinger, Inc.		06/27/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	3890 South Lindbergh Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63127		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77825708	B BISSINGER'S A CHOCOLATE EXPERIENCE	
Serial Number:	78158829	BISSINGER'S	
Serial Number:	78351129	BISSINGER'S	
Serial Number:	71514884	BISSINGER'S	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-480-1500		
Email:	tracey.paterson@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	467948.98		
NAME OF SUBMITTER:	Tracey Paterson		

CH \$115.00 77825708

900195795

TRADEMARK
REEL: 004572 FRAME: 0035

Signature:	/Tracey Paterson/
Date:	06/29/2011
Total Attachments: 10 source=467948.98SecurityAgreement#page1.tif source=467948.98SecurityAgreement#page2.tif source=467948.98SecurityAgreement#page3.tif source=467948.98SecurityAgreement#page4.tif source=467948.98SecurityAgreement#page5.tif source=467948.98SecurityAgreement#page6.tif source=467948.98SecurityAgreement#page7.tif source=467948.98SecurityAgreement#page8.tif source=467948.98SecurityAgreement#page9.tif source=467948.98SecurityAgreement#page10.tif	

June 27, 2011

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, or otherwise modified from time to time, the "Agreement") is made as of the 27th day of June, 2011, by and between KARL BISSINGER, INC., a Missouri corporation, with its principal place of business at 3983 Gratiot Street, St. Louis, Missouri 63110 ("Grantor"), and ENTERPRISE BANK & TRUST, with an office at 3890 South Lindbergh Blvd., St. Louis, Missouri 63127 ("Lender").

Recitals

A. Bissinger's, Inc., a Missouri corporation ("Borrower") and Lender are parties to that certain First Amended and Restated Loan Agreement dated on or about the date hereof (as the same may be amended, supplemented, restated, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to renew and continue certain loans to Borrower.

B. Grantor is an affiliate of Borrower, has guaranteed all of the obligations of Borrower to Lender under the Loan Agreement, and has pursuant to a separate security agreement granted a security interest in its assets for the purpose of securing such obligations.

C. As a material inducement to Lender to enter into the Loan Agreement, Grantor has agreed to enter into this Agreement with Lender.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and in this Agreement, the parties agree as follows:

1. Definitions. All terms capitalized but not defined in this Agreement shall have the same meanings set forth in the Loan Agreement.

2. Grant of Security Interests. In consideration of the mutual agreements set forth in this Agreement and in the Loan Agreement, Grantor irrevocably pledges, assigns, and grants to Lender a continuing security interest, with power of sale to the extent permitted by law, in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A and incorporated by this reference and the trademarks, and renewals thereof, and all licenses, income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

3. Representations, Warranties and Agreements. Grantor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Grantor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Grantor.

(b) **Trademarks.** Schedule A accurately lists all Trademarks owned or controlled by Grantor as of the date of this Agreement and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining to the Trademarks as of the date of this Agreement. If after the date of this Agreement, Grantor owns or controls any Trademarks not listed on Schedule A or if Schedule A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to Lender with a replacement Schedule A, which upon acceptance by Lender shall become part of this Agreement. The provisions of this Agreement shall automatically apply to any existing Trademarks of which Grantor has not previously informed Lender or to which Grantor becomes entitled to the benefit, which benefit is not in existence on the date of this Agreement.

(c) **Affiliates.** As of the date of this Agreement, no Affiliate (as defined below) owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Grantor, constitute Trademarks. If after the date of this Agreement any Affiliate owns, controls, or has a right to have assigned to it any such items, then Grantor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Grantor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender trademark security agreement substantially in the form of this Agreement. "Affiliate" means any entity directly or indirectly controlling, controlled by or under direct or indirect common control with Grantor and shall include (a) any entity that is a beneficial holder of at least 5% of the outstanding equity of Grantor and (b) any person of which Grantor or an Affiliate (as defined in clause (a) above) of Grantor shall beneficially own at least 5% of the outstanding equity.

(d) **Title.** Grantor has absolute title to each Trademark listed on Schedule A, free and clear of all liens. Grantor (i) will have, at the time Grantor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all liens, and (ii) will keep all Trademarks free and clear of all liens.

(e) **No Sale.** Grantor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest in the Trademarks, without Lender's prior written consent.

(f) **Defense.** Grantor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons.

(g) **Maintenance.** Grantor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least thirty (30) days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Product Quality.** Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Lender under the Trademarks.

(i) **Lender's Right to Take Action.** If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Lender that it intends to abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Grantor irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Grantor ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Agreement. The power of attorney granted in this Agreement shall terminate upon the payment and performance in full of all obligations under the Loan Agreement.

4. **Grantor's Use of the Trademarks.** Grantor shall be permitted to control and manage the Trademarks, including the right to exclude others from using the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement ("Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Grantor shall fail promptly to observe or perform any covenant or agreement in this Agreement binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

- (a) Lender may exercise any or all remedies available under the Loan Documents.
- (b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.
- (c) Lender may enforce the Trademarks and any licenses under the Trademarks, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth in this Agreement shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

8. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth in this Agreement.

9. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the security interest granted in this Agreement can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance of this Agreement. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained in this Agreement or prescribed by this Agreement. All representations and warranties contained in this Agreement shall

survive the execution, delivery and performance of this Agreement and the creation and payment of the obligations under the Loan Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Remainder of page intentionally left blank – signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Karl Bissinger, Inc.
3983 Gratiot Street
St. Louis, Missouri 63110
Telecopier: 314-534-2419
Attention: Kenneth C. Kellerhals
E-mail: ken@bissingers.com

KARL BISSINGER, INC.,
a Missouri corporation

By: Kenneth C Kellerhals
Name: Kenneth C Kellerhals
Its: President

Enterprise Bank & Trust
3890 South Lindbergh Blvd.
St. Louis, Missouri 63127
Telecopier: (314) 812-4095
Attention: Timothy Barringhaus
E-mail: tbarringhaus@enterprisebank.com

ENTERPRISE BANK & TRUST,
a Missouri chartered trust company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

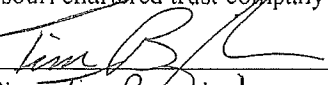
Karl Bissinger, Inc.
3983 Gratiot Street
St. Louis, Missouri 63110
Telecopier: _____
Attention: Kenneth C. Kellerhals
E-mail: ken@bissingers.com

KARL BISSINGER, INC.,
a Missouri corporation

By: _____
Name: _____
Its: _____

Enterprise Bank & Trust
3890 South Lindbergh Blvd.
St. Louis, Missouri 63127
Telecopier: (314) 812-4095
Attention: Timothy Barringhaus
E-mail: tbarringhaus@enterprisebank.com

ENTERPRISE BANK & TRUST,
a Missouri chartered trust company

By: 
Name: Tim Barringhaus
Its: VP

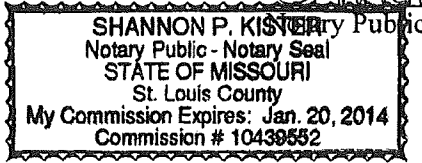
STATE OF Missouri)
COUNTY OF St Louis) SS.

On this 24th day of June, 2011, before me appeared Kenneth C Kellersals, to me personally known, who being by me duly sworn did say that he is the President of KARL BISSINGER, INC., a Missouri corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Shannon P Kister

My Commission Expires:
Jan 20, 2014



STATE OF)
COUNTY OF) SS.

On this _____ day of _____, 2011, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of ENTERPRISE BANK & TRUST, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

STATE OF)
)
COUNTY OF) SS.

On this ____ day of _____, 2011, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of KARL, BISSINGER, INC., a Missouri corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

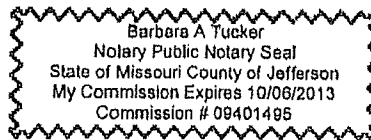
STATE OF)
)
COUNTY OF) SS.

On this 29th day of June, 2011, before me appeared Jan Baringhaus, to me personally known, who being by me duly sworn did say that he is the Vice President of ENTERPRISE BANK & TRUST, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Barbara A Tucker
Notary Public

My Commission Expires:
10/06/2013



SCHEDULE A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Application or Registration Number</u>
B BISSINGER'S A CHOCOLATE EXPERIENCE and Design 	SN:77-825708
BISSINGER'S	SN:78-158829 RN:2,788,791
BISSINGER'S BISSINGER'S	SN:78-351129 RN:2,923,071
BISSINGER'S (Stylized) 	SN:71-514884 RN:438,968

UNREGISTERED MARKS

Karl Bissinger
Bissinger's Handcrafted Chocolatier
Bissinger's French Confections
Bissinger's The Choice of Kings and Connoisseurs

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS,
AND COLLECTIVE MEMBERSHIP MARKS

NONE