

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
Flatout Holdings, Inc.		08/31/2011	CORPORATION: DELAWARE
Flatout, Inc.		08/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2456847	BETTER THAN SLICED BREAD
Registration Number:	2995960	CARBDOWN
Registration Number:	3286693	FANINI GRILLERS
Registration Number:	2456804	FLATOUT
Registration Number:	3768277	FLATOUT EDGE ON
Registration Number:	3599003	FLATOUT NATURALS
Registration Number:	3759121	FOLDIT
Registration Number:	3693096	LAYOUT LAVASH
Registration Number:	3125332	THINK FLAT. GET THIN.
Registration Number:	3983941	FLATOUT
Registration Number:	3983946	FLATOUT FLATBREAD
Serial Number:	77478048	FLATOUT SNACKOUTS
Serial Number:	77877588	

TRADEMARK

900202438

REEL: 004625 FRAME: 0730

CH \$365.00 2456847

Serial Number:	77875732	
----------------	----------	--

CORRESPONDENCE DATA

Fax Number: (312)258-5700
 Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Chris L. Bollinger
 Address Line 1: P.O. Box 06079
 Address Line 2: Schiff Hardin LLp
 Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27662-0076
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	09/19/2011

Total Attachments: 24
 source=9-14 - Flatout Subordinated Sec Int#page1.tif
 source=9-14 - Flatout Subordinated Sec Int#page2.tif
 source=9-14 - Flatout Subordinated Sec Int#page3.tif
 source=9-14 - Flatout Subordinated Sec Int#page4.tif
 source=9-14 - Flatout Subordinated Sec Int#page5.tif
 source=9-14 - Flatout Subordinated Sec Int#page6.tif
 source=9-14 - Flatout Subordinated Sec Int#page7.tif
 source=9-14 - Flatout Subordinated Sec Int#page8.tif
 source=9-14 - Flatout Subordinated Sec Int#page9.tif
 source=9-14 - Flatout Subordinated Sec Int#page10.tif
 source=9-14 - Flatout Subordinated Sec Int#page11.tif
 source=9-14 - Flatout Subordinated Sec Int#page12.tif
 source=9-14 - Flatout Subordinated Sec Int#page13.tif
 source=9-14 - Flatout Subordinated Sec Int#page14.tif
 source=9-14 - Flatout Subordinated Sec Int#page15.tif
 source=9-14 - Flatout Subordinated Sec Int#page16.tif
 source=9-14 - Flatout Subordinated Sec Int#page17.tif
 source=9-14 - Flatout Subordinated Sec Int#page18.tif
 source=9-14 - Flatout Subordinated Sec Int#page19.tif
 source=9-14 - Flatout Subordinated Sec Int#page20.tif
 source=9-14 - Flatout Subordinated Sec Int#page21.tif
 source=9-14 - Flatout Subordinated Sec Int#page22.tif
 source=9-14 - Flatout Subordinated Sec Int#page23.tif
 source=9-14 - Flatout Subordinated Sec Int#page24.tif

EXECUTION COPY

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of August 31, 2011 by **Flatout Holdings, Inc.**, a Delaware corporation ("Holdings"), and **Flatout, Inc.**, a Delaware corporation ("Borrower"); Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor", in favor of **Fifth Third Bank**, an Ohio banking corporation ("Bank").

WITNESSETH:

WHEREAS, Obligors and Bank have entered into that certain Senior Subordinated Loan and Security Agreement dated as of August 31, 2011 (as amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Bank this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Bank a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and

Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, each Obligor will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full, such Obligor will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the knowledge of any Responsible Officer of any Obligor with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) the knowledge of any Responsible Officer of any Obligor, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements and in favor of FTSFG Senior Lender pursuant to the FTSFG Senior Debt Documents, and (C) Liens and encumbrances in favor of the Subordinated Lender; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such

Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Bank prompt written notice thereof. Each Obligor hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of any Obligor or rights of Bank hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Bank to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities.

7. **Inspection.** In accordance with the terms of the Loan Agreement, Bank shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Bank to each Obligor of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant

hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. Duties of the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights (except as to any thereof which is no longer material to such Obligor's business). Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. Bank's Right to Sue. From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, each Obligor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Obligor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Obligor shall execute and deliver to Bank, at any time or times hereafter at the request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may reasonably request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Bank as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE CONFLICT OF LAW PROVISIONS, OF THE STATE OF ILLINOIS, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE

INTERNAL LAWS, AND NOT THE CONFLICT OF LAW PROVISIONS, OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

19. Entire Agreement. This Agreement, together with the other Financing Agreements, contains all the terms and conditions of the agreement between Bank and Obligors relating to the subject matter hereof; *provided* that nothing herein or in any of the other Financing Agreements shall be construed to supersede, or to have merged into, any of the FTSFG Senior Debt Documents, all of which will remain in full force and effect.

20. Acknowledgement Regarding FTSFG Senior Lender. Notwithstanding anything to the contrary herein, so long as FTSFG Senior Lender is an affiliate of Bank, until the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Loan Agreement has terminated:

(a) Any provision hereof that requires Obligors to deliver any Collateral to Bank pursuant to this Agreement may be satisfied by the delivery of such Collateral by Obligors to FTSFG Senior Lender under the FTSFG Senior Debt Documents; and

(b) Any notice required to be delivered by Obligors to Bank under this Agreement shall be deemed timely delivered if such notice is timely delivered by Obligors to FTSFG Senior Lender under that certain Patent, Copyright, License and Trademark Security Agreement dated as of even date herewith among Obligors and FTSFG Senior Lender.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

FLATOUT HOLDINGS, INC.

By: Kathy J. Capelli
Name: Kathy J. Capelli
Title: Treasurer

FLATOUT, INC.

By: Kathy J. Capelli
Name: Kathy J. Capelli
Title: Treasurer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

SIGNATURE PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0739

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

FLATOUT HOLDINGS, INC.

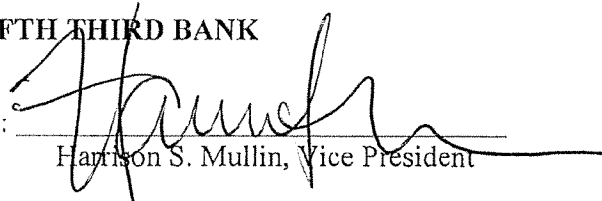
By: _____
Name: _____
Title: _____

FLATOUT, INC.

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By:  _____
Harrison S. Mullin, Vice President

SIGNATURE PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

STATE OF MI)
) SS.
COUNTY OF Oakland)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that FANNY CAROLI, personally known to me to be the founder of Flatout Holdings, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company pursuant to authority given by the board of directors, managers or similar governing body of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 20 day of August, 2011.

(NOTARIAL SEAL)

LYTANYA E. LESTER
NOTARY PUBLIC, OAKLAND COUNTY, MI
MY COMMISSION EXPIRES JANUARY 22, 2014
ACTING IN Oakland COUNTY



Notary Public

My Commission Expires: 1/22/2014

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0741

STATE OF MI)
) SS.
COUNTY OF Oakland)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that KARRY CARROLL, personally known to me to be the President of Flatout, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company pursuant to authority given by the board of directors, managers or similar governing body of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 20 day of August, 2011.

(NOTARIAL SEAL)

LYTANYA E. LESTER
NOTARY PUBLIC, OAKLAND COUNTY, MI
MY COMMISSION EXPIRES JANUARY 22, 2014
ACTING IN Oakland COUNTY

Lytanya E. Lester
Notary Public

My Commission Expires: 1/22/2014

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0742

STATE OF Ohio)

) SS.
COUNTY OF Hamilton

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Harrison S. Mullin, personally known to me to be the Vice President of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said bank pursuant to authority given by the Board of Directors of said bank, as his/her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 31st day of August, 2011.

(NOTARIAL SEAL)

Annette C. Schwab

Notary Public

My Commission Expires: JUL 20 2013

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0743

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENT	TITLE	ISSUE DATE	NEXT DEADLINE(S)/COMMENTS
U.S. Design Patent D405,214	SHEET BREAD	02/02/1999	Expires 02/02/13
U.S. Design Patent D614,832	FLATBREAD	05/04/10	Expires 05/04/24
European Design Reg. No. 001700006	FLATBREAD	04/26/10	Can Be Renewed By 04/26/15 For Another Five (5) Years In The European Community

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0744

SCHEDULE B

COPYRIGHTS

None

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0745

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0746

SCHEDULE D

TRADEMARKS, SERVICE MARKS

TRADEMARK	NATION	STATUS	CLASS	REG. NO. / SERIAL NO.	Next Deadline(s)/ Comments
BETTER THAN SLICED BREAD®	USA	Registration Issued on 06/05/01	Prepared Foods; Namely, Packaged Combinations Composed Primarily of Bakery Goods, Breads, Crackers and Cheese, In Class 030	2,456,847	U.S. Renewal Deadline is 06/05/21
CARBDOWN®	USA	Registration Issued on 09/13/05	Prepared Foods, Namely, Packaged Combinations Composed Primarily of Bakery Goods and Breads, In Class 030	2,955,960	Section 8 & 15 Affidavit of Use Due Between 09/13/10 and 09/13/11
FANINI GRILLERS®	USA	Registration Issued on 08/28/07	Prepared Foods; Namely Bakery Goods and Sandwiches, In Class 030	3,286,693	Section 8 & 15 Affidavit of Use Due Between 08/28/12 and 08/28/13

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0747

FLATOUT®	USA	Registration Issued On 06/05/01	Prepared Foods; Namely, Packaged Combinations Composed Primarily of Bakery Goods, Breads, Crackers and Cheese, In Class 030	2,456,804	U.S. Renewal Deadline is 06/05/21
FLATOUT®	CANADA	Registration Issued On 11/21/08	Prepared Foods; Namely, Packaged Combinations Composed Primarily of Bakery Goods, Breads, Crackers and Cheese, In Class 030	TMA729,157	Canadian Renewal Deadline is 11/21/23
FLATOUT®	EUROPEAN COMMUNITY	Registration Issued On 09/22/08	Prepared Foods; Namely, Packaged Combinations Composed Primarily of Bakery Goods, Breads, Crackers and Cheese, In Class 030	980 650	European Renewal Deadline Is 09/22/18
FLATOUT EDGE		Registration	Prepared Foods; Namely, Bakery	3,768,277	Section 8 & 15 Affidavit


ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0748

ON®	USA	n Issued On 03/30/10	Goods, Bread Sticks, Pizza And Pizza Crusts, Corn- Based Snack Foods, Flour- Based Chips And Pita Chips, And Whole Wheat Flour- Based Chips And Pita Chips, In Class 030		of Use Due Between 03/30/15 and 03/30/16
FLATOUT NATURALS®	USA	Registratio n Issued On 03/31/09	Prepared Foods; Namely, Bakery Goods and Breads, In Class 030	3,599,003	Section 8 & 15 Affidavit of Use Due Between 03/31/14 and 03/31/15
FLATOUT SNACKOUTS™	USA	Allowed Filed on 05/19/08	Prepared Foods; Namely, Bakery Goods, Deli Products and Snack Foods, In Class 030	77/478,048	Need To File A Statement Of Use When Use Of The Mark Commences Next Filing Deadline Is 09/29/11
FOLDIT®	USA	Registratio n Issued On 03/09/10	Prepared Foods; Namely, Bakery Goods and Breads, In Class	3,759,121	Section 8 & 15 Affidavit Of Use Due Between 03/10/15





ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0749

			030		And 03/10/16
FOLDIT®	EUROPEAN COMMUNITY	Registration Issued On 03/26/10	Prepared Foods; Namely, Bakery Goods and Breads, In Class 030	1 035 177	European Renewal Deadline Is 03/26/20
LAYOUT LAVASH® (And Design)	USA	Registration Issued on 10/06/09	Prepared Foods; Namely, Bakery Goods and Breads In Class 030	3,693,096	Section 8 & 15 Affidavit of Use Due Between 10/06/14 and 10/06/15
THINK FLAT. GET THIN®	USA	Registration Issued On 08/08/06	Prepared Foods; Namely Bakery Goods and Sandwiches, In Class 030; and Restaurant, Food Preparation, and Deli Services, In Class 043	3,125,332	Section 8 & 15 Affidavit of Use Due Between 08/08/11 and 08/08/12
	USA	Registration Issued On 06/28/11	Prepared Foods, Namely, Bakery Goods And Breads, In Class 030	3,983,941	Section 8 & 15 Affidavit Of Use Due Between 06/28/16 and 06/28/17


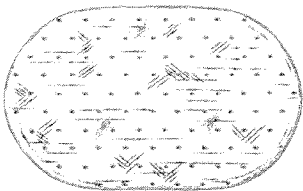

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0750

	CANADA	Pending, Filed On 05/10/10	Prepared Foods, Namely, Bakery Goods And Breads, In Class 030	1,480,458	Anticipate Receiving Allowance In Canada Upon Submission Of Certified Copy Of The Now Issued U.S. Registration
	EUROPEAN COMMUNIT Y	Registratio n Issued On 05/11/10	Prepared Foods, Namely, Bakery Goods And Breads, In Class 030	1 039 184	European Renewal Deadline Is 05/11/20
	USA	Registratio n Issued On 06/28/11	Prepared Foods, Namely, Bakery Goods And Breads, In Class 030	3,983,946	Section 8 & 15 Affidavit Of Use Due Between 06/28/16 and 06/28/17
	CANADA	Pending, Filed On 05/10/10	Prepared Foods, Namely, Bakery Goods And Breads, In Class 030	1,480,459	Anticipate Receiving Allowance In Canada Upon Submission Of Certified Copy Of The Now Issued U.S.

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0751

					Registration
	EUROPEAN COMMUNIT Y	Registratio n Issued On 05/11/10	Prepared Foods, Namely, Bakery Goods And Breads, In Class 030	1 039 712	European Renewal Deadline Is 05/11/20
	USA	Pending Filed on 11/20/09	Prepared Foods; Namely, Bakery Goods and Breads, In Class 036	77/877, 588	Office Action Response Due 12/07/11
	USA	Pending Filed on 11/18/09	Prepared Foods; Namely, Bakery Goods and Breads, In Class 036	77/875,732	Office Action Response Due 12/07/11

ACKNOWLEDGEMENT PAGE TO
PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Loan)

TRADEMARK
REEL: 004625 FRAME: 0752

SCHEDULE E

TRADEMARK LICENSES

1. The following sets forth Borrower's Incoming Licenses:
 - a. Merchandise License Agreement, effective as of June 24, 2011, by and between Borrower and Hungry Girl, Inc.
 - b. Sponsorship and License Agreement, effective October 10, 2006, by and between Borrower and Best Life Corporation, as amended.
 - c. Borrower has approval to use the "Healthiest Logo" from Health Magazine.
 - d. Borrower is a member of the Whole Grain Counsel, and can use the Whole Grain Counsel's logo as part of its membership benefits.

2. The following sets forth Borrower's Outgoing Licenses:
 - a. Supplier agreements with Wal-Mart grant Wal-Mart the right to use Borrower's intellectual property in connection with Wal-Mart's marketing of Borrower's product.
 - b. Advertising Agreement, dated June 23, 2009, between the Borrower and Weight Watchers.
 - c. Various agreements and understandings between Borrower and third party manufacturers, producers, and vendors of products, ingredients, and point-of-sale materials which consent, permit, and allow the third party vendors to produce and market Borrower's products, and related packaging, with the applicable Borrower trademark, provided that such products are then sold and disseminated by Borrower, or for the benefit of Borrower, to consumers and the public.
 - d. Supply Agreement, effective as of August 1, 2008, by and between Sodexo Operations, LLC ("Sodexo") and Borrower, which grants Sodexo permission to display certain intellectual property of Borrower on Sodexo's website.

SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)
(Senior Subordinated Loan)

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Flatout Holdings, Inc., a Delaware corporation ("Holdings"), and Flatout, Inc., a Delaware corporation ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated August 31, 2011 (the "Collateral Agreement") among Obligors and Fifth Third Bank, an Ohio banking corporation ("Bank"), each hereby appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

[Signature Page Follows]

This power of attorney is made pursuant to that certain Senior Subordinated Loan and Security Agreement, dated as of AUGUST 31, 2011, among the Obligors and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Senior Subordinated Loan and Security Agreement.

FLATOUT HOLDINGS, INC.

By: Kathy J. Capelli
Name: Kathy J. Capelli
Title: Treasurer

FLATOUT, INC.

By: Kathy J. Capelli
Name: Kathy J. Capelli
Title: Treasurer

SIGNATURE PAGE TO
SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)
(Senior Subordinated Loan)