

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark License Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marathon Enterprises, Inc.		01/26/2012	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metro Buns LLC		
<b>Street Address:</b>	94 Demarest Mill Road		
<b>Internal Address:</b>	c/o Rockland Bakery		
<b>City:</b>	Nanuet		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10954		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0313927	SABRETT	
<b>Registration Number:</b>	0620485	SABRETT	
<b>Registration Number:</b>	1010516	SABRETT	
<b>Registration Number:</b>	2001123	SABRETT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)344-6101		
<b>Phone:</b>	212.908.3916		
<b>Email:</b>	Michael.Hagan@ThompsonHine.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Michael Hagan		
<b>Address Line 1:</b>	Thompson Hine LLP		
<b>Address Line 2:</b>	335 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017-4611		
<b>ATTORNEY DOCKET NUMBER:</b>	075735-00001		

**OP \$115.00 0313927**

**900213213**

**TRADEMARK**  
**REEL: 004705 FRAME: 0752**

NAME OF SUBMITTER:	Michael Hagan
Signature:	/Michael Hagan/
Date:	01/27/2012
<b>Total Attachments: 13</b> source=Marathon Executed A&R Trademark License Agreement - v1#page1.tif source=Marathon Executed A&R Trademark License Agreement - v1#page2.tif source=Marathon Executed A&R Trademark License Agreement - v1#page3.tif source=Marathon Executed A&R Trademark License Agreement - v1#page4.tif source=Marathon Executed A&R Trademark License Agreement - v1#page5.tif source=Marathon Executed A&R Trademark License Agreement - v1#page6.tif source=Marathon Executed A&R Trademark License Agreement - v1#page7.tif source=Marathon Executed A&R Trademark License Agreement - v1#page8.tif source=Marathon Executed A&R Trademark License Agreement - v1#page9.tif source=Marathon Executed A&R Trademark License Agreement - v1#page10.tif source=Marathon Executed A&R Trademark License Agreement - v1#page11.tif source=Marathon Executed A&R Trademark License Agreement - v1#page12.tif source=Marathon Executed A&R Trademark License Agreement - v1#page13.tif	

**AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT** (this “Agreement”), made and entered into this 26th day of January, 2012, by and between MARATHON ENTERPRISES, INC. a New Jersey corporation (on behalf of itself and any of its affiliates that may now or in the past may have had an interest in the Licensed Intellectual Property (as defined below), collectively herein referred to as “Marathon”) and METRO BUNS LLC, a New Jersey limited liability company (the “Company”) amends and restates in its entirety the trademark license agreement made as of January 13, 2011 by and between Marathon and the Company (the “Original Trademark License”).

**WHEREAS**, Marathon and the Company have entered into that certain Purchase and Sale Agreement, dated on or about the date of the Original Trademark License (the “Purchase Agreement”), pursuant to which the Company purchased certain assets and acquired certain rights from, and assumed certain obligations of, Marathon, with respect to the Business;

**WHEREAS**, pursuant to the Purchase Agreement, Marathon licensed certain trademarks to the Company set forth on Annex A (each such trademark being herein a “Trademark” and collectively the “Licensed Intellectual Property”) owned by Marathon and used in connection with the Business;

**WHEREAS**, under the Purchase Agreement, a portion of the Purchase Price is payable pursuant to the terms of a senior secured note (the “Senior Secured Note”) in the principal amount of One Million Dollars (US\$1,000,000);

**WHEREAS**, Marathon and the Company have entered into a final settlement agreement dated on or about the date hereof (the “Final Settlement Agreement”), which provides for the payment by the Company to Marathon of the amount of Six Hundred Thousand Dollars (\$600,000) in satisfaction in full of all amounts due and payable under the Senior Secured Note;

**WHEREAS**, in connection with the Final Closing, Marathon and the Company have agreed to amend and restate the Original Trademark License in accordance with the terms hereof and have agreed that this Amended and Restated Trademark License Agreement shall amend and restate in its entirety the Original Trademark License and shall be the binding agreement between the parties with respect to the subject matter hereof; and

**WHEREAS**, terms not otherwise defined herein shall have the respective meanings ascribed to such terms on Annex B hereto.

**NOW, THEREFORE**, in consideration of the respective representations, warranties, covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1. **License Grant.** Pursuant to the terms and conditions of this Agreement, Marathon hereby grants to the Company, a royalty free and license-fee free, worldwide, perpetual, sublicenseable (as set forth herein) non-transferable (except as expressly provided in this Section 1 and Section 4), license to use the Licensed Intellectual Property solely for the Company’s use (including the use by third parties on behalf of the Company pursuant to a sub-license granted by the Company that does not purport to grant any rights greater than, or inconsistent with, the rights granted by Marathon herein) in connection with the Business and the manufacturing, packaging, branding, advertising, promoting, selling and distributing (through multiple tiers) of bakery products of the Business as well as all other bakery goods for which the foregoing license shall be exclusive to the Company, including third parties using the Licensed Intellectual Property on behalf of the Company (collectively the foregoing is herein referred to as the

“Licensed Activities”). For purposes of clarification, the Company and Marathon agree that the Company shall have exclusive rights to use the Licensed Intellectual Property as set forth herein and no third party, including Marathon, shall have any right to use the Licensed Intellectual Property in connection with any bakery goods, which shall be deemed to include soft pretzels, but which shall specifically exclude any snack foods; provided, however, that Marathon shall have the right to use and exploit the Licensed Intellectual Property in connection with any advertising, promoting, marketing, selling and distributing (through multiple tiers) of bakery goods purchased by Marathon from the Company, its affiliates and lawful assigns. The Company and any permitted assignee shall be authorized to assign and sublicense its rights hereunder to the extent provided in this Section 1 and in Section 7 hereof. The parties acknowledge and agree that the license granted herein shall include the right to use the d/b/a trade name, “SABRETT BAKED GOODS”, at the Company’s sole discretion, in lieu of the name METRO BUNS LLC.

2. **Confidentiality.**

The Company shall maintain the confidentiality of the Licensed Intellectual Property and other information which the Company receives from Marathon pursuant to this Agreement to the same extent that the Company would maintain the confidentiality of its own similar information. The foregoing shall not restrict the Company’s ability to disclose the Licensed Intellectual Property to third parties contracted by the Company to manufacture, package or distribute the bakery products of the Business for the Company, utilizing the Licensed Intellectual Property, provided that the Company ensures that such third party is obligated to maintain the confidentiality of the Licensed Intellectual Property to the same extent as the Company is obligated as provided herein.

3. **Representations and Warranties.**

Marathon hereby represents and warrants that:

a. it owns or has acquired all right, title and interest in and to the Licensed Intellectual Property and it shall, at all times, maintain and renew the Licensed Intellectual Property at its sole cost and expense, and it shall defend the Licensed Intellectual Property against third party claims as provided in Section 4 below.

b. in connection with the lawful conduct of the Licensed Activities, the Licensed Intellectual Property shall not infringe, violate, or misappropriate any third-party right.

c. it shall use reasonable diligence to refer any bona fide inquiries received by any member of management from third parties for the purchase of bakery goods under the Licensed Intellectual Property to the Company; provided, however, that Marathon shall not have any liability to the Company for failure to do so absent willful misconduct and provided, further that Marathon represents and warrants that it shall not refer any such inquiries to any parties other than the Company or its affiliates or lawful assigns.

4. **Infringement; Maintenance of Rights.**

a. If either party becomes aware of any infringement by a third party or of any infringement of intellectual property rights of a third party in connection with the Licensed Intellectual Property, it shall provide the other party with written notice thereof. If the Licensed Intellectual Property or any part thereof, becomes the subject of an infringement claim arising by reason of the lawful conduct of the Licensed Activities, Marathon shall, at its sole cost and expense, procure for the Company the right to continue using such Licensed Intellectual Property for the Licensed Activities to the full extent of the license granted herein.

b. In the event that Marathon fails to defend the Licensed Intellectual Property for use in the conduct of the Licensed Activities against third-party claims, in addition to all other rights and remedies available to the Company, the Company shall have the right, but not the obligation, to defend the Licensed Intellectual Property at the expense, including all reasonable attorneys' fees and costs, of Marathon.

c. Marathon shall be solely responsible for the maintenance and renewal of the Licensed Intellectual Property, including timely payment of all fees and expenses in connection with the registration, renewal or use of the Licensed Intellectual Property, and the Company shall have no liability to Marathon in the event the rights to use and exploit Licensed Intellectual Property are compromised or diminished in any way by reason of a failure of Marathon to comply with its responsibilities hereunder.

5. **Indemnification.** Marathon shall indemnify and hold the Company and its officers, directors and employees harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages (including all direct, but not indirect, special or consequential, damages), recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees and costs, that the Company incurs as a result of Marathon's breach of any representation or warranty set forth in this Agreement. This Section 5 shall expressly survive the Closing and shall remain in effect for the term of this Agreement. Marathon shall give prior written notice to and obtain the consent of the Company, which consent shall not be unreasonable withheld, before entering into the settlement of any infringement claim, which provides for any relief other than the payment of money damages.

#### **6. Covenants Regarding Licensed Intellectual Property.**

a. The Company (either itself or through its licensees or its sublicensees) will, for each Trademark licensed by Marathon or any of its Affiliates for use in the Company's business, (i) maintain such Trademark in full force and effect, 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; provided, however, that Marathon shall pay the costs and expenses of maintaining the effectiveness of the Trademarks as provided for herein.

b. The Company shall notify Marathon promptly if it knows or has reason to know that any Trademark may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the U.S. Patent and Trademark Office ("PTO"), or any court or similar office of any country) regarding the Company's license rights with respect to any Trademark, or its right to keep, use and maintain the same.

c. In the event that the Company has reason to believe that any Licensed Intellectual Property has been or is about to be infringed, misappropriated or diluted by a third party, the Company promptly shall notify Marathon and shall, if so determined by Marathon, forthwith take all reasonable actions requested by Marathon, at Marathon's sole cost and expense, to assist it in challenging any such infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, including participating in any action in a court of relevant jurisdiction, and take such other actions as are appropriate under the circumstances to protect such Licensed Intellectual Property.

d. In the event of any termination of this Agreement as provided in Section 9 below, all rights of the Company in respect of the Licensed Intellectual Property shall cease and be of no force or effect.

e. Each party hereto will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Licensed Intellectual Property (except to the extent provided herein) or in respect of income or profits therefrom as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Licensed Intellectual Property, to the extent that such charge, levy or claim was imposed by, or the result of, any act or omission or the consent of such party, except that no such charge, levy or claim need be paid or satisfied if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of Marathon or the Company, as applicable, and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Licensed Intellectual Property or any interest therein.

f. The Company will promptly notify Marathon of any attempt to impose a lien upon or assert a third-party claim of any kind against the Licensed Intellectual Property.

g. In the event of any third-party claim against the Licensed Intellectual Property, the Company will promptly and duly execute and deliver such further instruments and documents and take such further actions as Marathon may reasonably request, at Marathon's sole cost and expense, for the purpose of preserving and defending Marathon's title to the Licensed Intellectual Property.

7. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall have any right to assign this Agreement without the prior written consent of the other party, such consent not be unreasonably withheld, conditioned or delayed; provided, however, the Company may freely assign this Agreement to an Affiliate of the Company with written notice to Marathon, subject to such Affiliate expressly assuming the obligations of the Company hereunder.

8. **Miscellaneous.** This Agreement is a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and may not be changed, terminated or modified or waived except by an instrument in writing executed by both parties. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. No waiver by Marathon or the Company of any breach of or default under this Agreement shall constitute a waiver of any subsequent breach or default.

9. **Termination.** This Agreement may be terminated by either party upon ten (10) days prior notice to the other party of the breach by such party of any provision of this Agreement and the failure by such breaching party to remedy the breach within thirty (30) days of receipt of such notice. In the event that this Agreement is terminated in accordance with the foregoing, this Agreement shall forthwith become null and void and all rights, privileges and benefits of the Company under this Agreement shall cease to exist and be of no further force and effect. In the event of any such termination, the Company shall immediately cease to manufacture, market or distribute any bakery products that in any way refer to the Licensed Intellectual Property and shall terminate immediately any advertising, promotional or other sales programs or campaigns that in any way seek to employ the Licensed Intellectual Property. The Company shall also immediately inform in writing each of its customers that the Company no longer

manufactures, markets or distributes bakery products using the Licensed Intellectual Property; provided, however, that the Company shall be permitted to sell its then existing inventory of finished bakery products up to an amount equal to the aggregate sales of bakery products branded with the Licensed Intellectual Property over the ten (10) day period prior to the date of termination.

10. **Governing Law**. This Agreement shall be governed by and construed and enforced, and all disputes arising hereunder shall be resolved, in accordance with the laws of the State of New Jersey, without regard to its conflicts of law doctrine.

11. **Notices**.

a. Subject to Section 11(b) below in the case of a third-party claim of infringement or a claim of infringement by a third-party, any notice or other communication given under this Agreement shall be in writing and shall be delivered by facsimile, hand-delivery, certified mail or a nationally-recognized overnight courier service to each of the parties at its address or facsimile number, as applicable, specified next to its name on the signature page hereof, which may be changed by notice in writing from one party to the other party.

b. In connection with any notice of a third-party claim of infringement or a claim of infringement by a third-party, as provided for in Section 4(a) above, the party providing such notice shall dispatch it by certified mail or a nationally-recognized overnight courier service to the address of the other party hereto (which may be amended as provided in Section 11(a) above), in either case with a copy to the attorney for such receiving party, as specified on the signature page hereof, together with a copy of all available pleadings, demands and other documents received or prepared by the notifying party in connection with such claim.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, thereunto duly authorized, as of the date and year first above written.

MARATHON ENTERPRISES, INC.

METRO BUNS LLC

By: 

Name: Boyd Adelman  
Title: President

Address: 9 Smith Street  
Englewood, New Jersey 07631  
Telephone: 201-935-3330  
Fax No.: 201-935-5693

Notice for purposes of Section 11(b):  
Thompson Hine LLP  
Attention: Richard De Palma, Esq.  
Address: 335 Madison Ave. 12th Floor  
New York, New York 10017  
Telephone: 212-344-5680  
Fax No.: 212-344-6101

By: \_\_\_\_\_

Name:  
Title:

Address: c/o Rockland Bakery  
94 Demarest Mill Road  
Nanuet, NY 10954  
Telephone: 845-623-5800  
Fax No.: 845-624-4122

Notice for purposes of Section 11(b):  
Schatten & Locker  
Attention: Arthur Schatten, Esq.  
Address: 490 Morris Ave.  
Summit, New Jersey 07901  
Telephone: 908-273-5620  
Fax No.: (908) 522-0958

[Signature page to Trademark License Agreement]

TRADEMARK  
REEL: 004705 FRAME: 0759

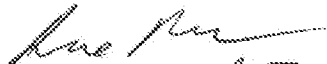


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, thereunto duly authorized, as of the date and year first above written.

MARATHON ENTERPRISES, INC.

METRO BUNS LLC

By: \_\_\_\_\_  
Name: Boyd Adelman  
Title: President

By:  \_\_\_\_\_  
Name: Raymond Masole  
Title: Managing Director

Address: 9 Smith Street  
Englewood, New Jersey 07631  
Telephone: 201-935-3330  
Fax No.: 201-935-5693

Address: c/o Rockland Bakery  
94 Demarest Mill Road  
Nanuet, NY 10954  
Telephone: 845-623-5800  
Fax No.: 845-624-4122

Notice for purposes of Section 11(b):  
Thompson Hine LLP  
Attention: Richard De Palma, Esq.  
Address: 335 Madison Ave. 12th Floor  
New York, New York 10017  
Telephone: 212-344-5680  
Fax No.: 212-344-6101

Notice for purposes of Section 11(b):  
Schatten & Locker  
Attention: Arthur Schatten, Esq.  
Address: 490 Morris Ave.  
Summit, New Jersey 07901  
Telephone: 908-273-5620  
Fax No.: (908) 522-0958

[Signature page to Trademark License Agreement]

**TRADEMARK**  
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ANNEX A  
TRADEMARKS



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**SABRETT**

<b>Word Mark</b>	SABRETT
<b>Goods and Services</b>	IC 030. US 046. G & S: bread and rolls. FIRST USE: 19320920. FIRST USE IN COMMERCE: 19320920
<b>Mark Drawing Code</b>	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
<b>Serial Number</b>	74711214
<b>Filing Date</b>	August 4, 1995
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	June 25, 1996
<b>Registration Number</b>	2001123
<b>Registration Date</b>	September 17, 1996

**Owner** (REGISTRANT) **Marathon Enterprises**, Inc. CORPORATION NEW JERSEY 66  
East Union Avenue East Rutherford NEW JERSEY 07073

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** ANGELO NOTARO

**Prior Registrations** 0313927;0620485;1010516

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20061106.

**Renewal** 1ST RENEWAL 20061106

**Live/Dead Indicator** LIVE

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### Typed Drawing

**Word Mark** SABRETT  
**Goods and Services** IC 030. US 046. G & S: BAKERY PRODUCTS-NAMELY, BREAD AND ROLLS. FIRST USE: 19320920. FIRST USE IN COMMERCE: 19320920  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 71347189  
**Filing Date** February 9, 1934  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Registration Number** 0313927  
**Registration Date** June 12, 1934  
**Owner** (REGISTRANT) SABRETT FOOD COMPANY, INC. CORPORATION NEW YORK 90 EAST 3RD ST. NEW YORK NEW YORK

(LAST LISTED OWNER) **MARATHON ENTERPRISES, INC. CORPORATION**  
 ASSIGNEE OF NEW JERSEY 66 EAST UNION AVENUE EAST RUTHERFORD NEW JERSEY 07073

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** PETER C. MICHALOS  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 12C. SECT 15. SECTION 8(10-YR) 20040520.  
**Renewal** 4TH RENEWAL 20040520  
**Live/Dead Indicator** LIVE

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**Certain Definitions**

“Affiliate” means any person or entity that is controlled fifty percent (50%) or more by Company. For this purpose, “control” of any person or entity means the power to appoint or elect at least fifty percent (50%) of the board of directors or other governing body of such person or entity, or the power to vote at least fifty percent (50%) of the voting securities of such person or entity, or the power to direct the management and policies of such person or entity.

“Business” means the commercial bakery products business of Marathon, including the manufacturing, distribution, marketing and sale of hotdog and hamburger buns, rolls, breads, soft pretzels and other bakery goods, but specifically excluding any snack foods, conducted at the time of the Closing at the real property identified in the Purchase Agreement, but excluding certain excluded assets identified in the Purchase Agreement.

“Final Closing” means the closing of the transactions contemplated by the Final Settlement Agreement.