

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
Wildflower Bread Company LLC	FORMERLY Wildflower Bread Company	07/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Arizona		
Street Address:	6001 N. 24th Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2249887	WILDFLOWER BREAD COMPANY	
Registration Number:	2314824	WILDFLOWER BREAD COMPANY	
Registration Number:	2201700		
Registration Number:	3227292	DOUGH ON THE GO	
Registration Number:	2643894	FOOD YOU KNEAD	
Registration Number:	2610457	FOOD YOU KNEAD	
Registration Number:	2610458	FOOD YOU KNEAD	
Registration Number:	3806487	GREAT TASTE DELIVERED FRESH	
Registration Number:	3272008	KNEAD TO READ	
Registration Number:	3885016	PASSIONATE ABOUT GREAT FOOD	
Registration Number:	3418304	WILDFLOWER TWO	
Registration Number:	3608374	WILD BREEZE	
Registration Number:	3540707	WILD BREEZES	

CH \$340.00 2249887

CORRESPONDENCE DATA**Fax Number:** 6022538129*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 6025284000**Email:** phxip@squiresanders.com**Correspondent Name:** Squire Sanders (US) LLP**Address Line 1:** 1 E. Washington Street, Suite 2700**Address Line 4:** Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	107212.00001
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NAME OF SUBMITTER:	Allen J. Moss
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Signature:	/Allen J. Moss/
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Date:	07/17/2012
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”), dated as of July 10, 2012, is between WILDFLOWER BREAD COMPANY LLC, a Delaware limited liability company (the “Debtor”), and NATIONAL BANK OF ARIZONA, a national banking association (the “Secured Party”).

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Borrower” means, individually and together, Wildflower Bread Company LLC, a Delaware limited liability company, and WBC Holdings (DE) LLC, a Delaware limited liability company.

“Collateral” has the meaning set forth in Section 2.

“Copyright Office” means the United States Copyright Office.

“Loan Agreement” means that certain Revolving and Term Loan Agreement dated as of the date hereof, by Borrower, as borrower, and Secured Party, as lender.

“Obligations” means as defined in the Loan Agreement.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of Arizona.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all”. To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of Debtor's present and future United States applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule B to this Agreement, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iii) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(iv) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(v) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A),

all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(vi) The entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(vii) All general intangibles and all intangible, intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(viii) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks; Copyrights; Patents. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications, U.S. registered copyrights and copyright registrations owned by Debtor, and U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) Applications for Copyright Registration. A true and correct list of all of Debtor's United States applications for copyright registrations is set forth in Schedule B.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents

for filing with the PTO, Copyright Office, or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO or Copyright Office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks or Copyrights, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or Copyrights, or renewal or extension of any trademark registration, any additional United States copyright registrations or applications therefor after the date hereof. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to unilaterally modify this Agreement by amending Schedule A or B to include any such new trademarks or Copyrights and any future United States registered copyrights or applications therefor of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Arizona.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which collectively shall be deemed to be one and the same agreement, binding on all of the parties hereto notwithstanding that all such parties have not signed the same counterpart. Counterpart signature pages to this Agreement transmitted by

facsimile transmission, by electronic mail in “portable document format” (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor’s expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO or Copyright Office.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

SECTION 15. WAIVER OF DEFENSES AND RELEASE OF CLAIMS. The undersigned hereby (a) represents that neither the undersigned nor any affiliate or principal of the undersigned has any defenses to, or setoffs against, any Obligations owing by the undersigned, or by the undersigned’s affiliates or principals, to Secured Party or Secured Party’s affiliates, nor any claims against Secured Party or Secured Party’s affiliates for any matter whatsoever, related or unrelated to the Obligations, and (b) releases Secured Party and Secured Party’s affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof, that the undersigned has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to the undersigned by Secured Party or Secured Party’s affiliates. As used in this paragraph, the word “undersigned” does not include Secured Party or any individual signing on behalf of Secured Party. The undersigned acknowledges that Secured Party has been induced to enter into, or continue the Obligations by, among other things, the waivers and releases in this paragraph.

SECTION 16. DISPUTE RESOLUTION. This Section contains a jury waiver, arbitration clause, and a class action waiver. **READ IT CAREFULLY.**

This dispute resolution provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

(a) **JURY TRIAL WAIVER; CLASS ACTION WAIVER.** As permitted by applicable law, **each party waives their respective rights to a trial before a jury in connection with any Dispute** (as "Dispute" is hereinafter defined), and **Disputes shall be resolved by a judge sitting without a jury.** If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order"). If permitted by applicable law, **each party also waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.**

(b) **ARBITRATION.** If a claim, dispute, or controversy arises between us with respect to this Agreement, related agreements, **or any other agreement or business relationship between any of us whether or not related to the subject matter of this Agreement** (all of the foregoing, a "Dispute"), and **only if** a jury trial waiver is not permitted by applicable law or ruling by a court, any of us may require that the Dispute be resolved by binding arbitration before a single arbitrator at the request of any party. **By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.**

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, JAMS or National Arbitration Forum ("Administrator") as selected by the initiating party. If the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. Disputes include matters (i) relating to a deposit account, application for or denial of credit, enforcement of any of the obligations we have to each other, compliance with applicable laws and/or regulations, performance or services provided under any agreement by any party, (ii) based on or arising from an alleged tort, or (iii) involving either of our employees, agents, affiliates, or assigns of a party. **However, Disputes do not include** the validity, enforceability, meaning, or scope of this arbitration provision and such matters may be determined only by a court **If a third party is a party to a Dispute, we each will consent to including the third party in the arbitration proceeding for resolving the Dispute with the third party.** Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where lender or bank is headquartered.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of

compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* This arbitration provision shall survive any termination, amendment, or expiration of this Agreement. If the terms of this provision vary from the Administrator's rules, this arbitration provision shall control.

(c) **RELIANCE.** Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce jury and class action waivers in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, the mutual waivers, agreements, and certifications in this Section.

SECTION 17. Limitation on Amount Obligated; Contribution by Other Persons. Anything contained in this Agreement to the contrary notwithstanding, if any Fraudulent Transfer Law (as hereinafter defined) is determined by a court of competent jurisdiction to be applicable to the obligations of any Debtor under this Agreement, such obligations shall be limited to a maximum aggregate amount equal to the largest amount that would not render such Debtor's obligations under the Agreement subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of such Debtor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Debtor in respect of intercompany indebtedness, if any, to any Subsidiary (as defined in the Loan Agreement) of Borrower to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Debtor under the Agreement pursuant to which the liability of Debtor under the Agreement is

included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification, or contribution of such Debtor pursuant to applicable law or pursuant to the terms of any agreement.

[SIGNATURE PAGE FOLLOWS]

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

DEBTOR:

WILDFLOWER BREAD COMPANY LLC, a
Delaware limited liability company

By: _____

Name: Louis J. Basile, Jr.

Title: President

[Signature Page to IP Security Agreement (WBC)]

SECURED PARTY:

NATIONAL BANK OF ARIZONA, a national
banking association

By: 

Name: Gary J. Naquin

Title: Senior Vice President

[Signature Page to IP Security Agreement (WBC)]

SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: Wildflower Bread Company

U.S. Trademarks of Debtor

Registration No.	Registration Date	Registered Owner	Mark
2,249,887	06/01/1999	Wildflower Bread Company	WILDFLOWER BREAD COMPANY
2,314,824	02/01/2000	Wildflower Bread Company	WILDFLOWER BREAD COMPANY & DESIGN
2,201,700	11/03/1998	Wildflower Bread Company	MISCELLANEOUS DESIGN
3,227,292	04/10/2007	Wildflower Bread Company	DOUGH ON THE GO
2,643,894	10/29/2002	Wildflower Bread Company	FOOD YOU KNEAD
2,610,457	08/20/2002	Wildflower Bread Company	FOOD YOU KNEAD
2,610,458	08/20/2002	Wildflower Bread Company	FOOD YOU KNEAD
3,806,487	06/22/2010	Wildflower Bread Company	GREAT TASTE DELIVERED FRESH
3,272,008	07/31/2007	Wildflower Bread Company	KNEAD TO READ
3,885,016	12/07/2010	Wildflower Bread Company	PASSIONATE ABOUT GREAT FOOD
3,418,304	04/29/2008	Wildflower Bread Company	WILDFLOWER TWO
3,608,374	04/21/2009	Wildflower Bread Company	WILD BREEZE LOGO
3,540,707	12/02/2008	Wildflower Bread Company	WILD BREEZES

Pending U.S. Trademark Applications of Debtor

Debtor: Wildflower Bread Company

Application No.	Filing Date	Applicant	Mark
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NONE

Debtor: Wildflower Bread Company

Registered Copyrights

Title of Work	Registration Number	Date of Registration
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NONE

Debtor: Wildflower Bread Company

Issued U.S. Patents of Debtor

Patent No.	Issue Date	Title
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NONE

Pending U.S. Patent Applications of Debtor

Serial No.	Filing Date	Title
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NONE

SCHEDULE B

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: Wildflower Bread Company

Copyright Applications

Title of Work Application Number

NONE