

07/31/2012

009/018



Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/12)

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MED 1/10/12

1. Name of conveying party(ies):  
BAZZINI BAKERY, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other, limited liability company  
Citizenship (see guidelines) New York  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  
Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC BANK, National Association  
Internal Address: 11th Floor  
Street Address: 340 Madison Avenue  
City: New York  
State: New York  
Country: USA Zip: 10173

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship  
 Other, Banking Association Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):  
Execution Date(s) December 8, 2011

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.  
A. Trademark Application No. (s)  
SEE ATTACHED SCHEDULE I

B. Trademark Registration No. (s)  
SEE ATTACHED SCHEDULE I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE ATTACHED SCHEDULE I

5. Name & address of party to whom correspondence concerning document should be mailed:  
Name: MICHAEL J. CLAIN, ESQ  
Internal Address: Windels Marx Lane & Mittendorf, LLP  
Street Address: 156 West 56th Street  
City: New York  
State: New York Zip: 10019  
Phone Number: (212) 237 1000  
Fax Number: (212) 262 1215  
Email Address: mclain@windelsmarx.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) 690.00

Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_





9. Signature: Michael J. Clain  
Signature  
MICHAEL J. CLAIN, ESQ  
Name of Person Signing

Date: 12/27/11  
Date

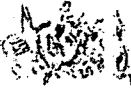
Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I**  
**Trademarks**

<u>COMPANY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>TRADEMARK</u>
BAZZINI BAKERY, LLC	85/121,444		Filing Date: September 2, 2010	
BAZZINI BAKERY, LLC	85/089,590		Filing Date: July 21, 2010	
BAZZINI BAKERY, LLC	77/908,762	3,915,855	February 8, 2011	BARTONS THE ART OF CHOCOLATE
BAZZINI BAKERY, LLC	77/407,684	3,768,122	March 30, 2010	SO VERY RASPBERRY
BAZZINI BAKERY, LLC	77/387,689	3,526,869	November 4, 2008	MONSTER BITES
BAZZINI BAKERY, LLC	77/283,996	3,435,177	May 27, 2008	
BAZZINI BAKERY, LLC	77/283,886	3,914,656	February 1, 2011	

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BAZZINI BAKERY, LLC	77/283,882	3,914,655	February 1, 2011	
BAZZINI BAKERY, LLC	77/283,879	3,914,654	February 1, 2011	NUTJOB
BAZZINI BAKERY, LLC	77/282,520	3,747,256	February 9, 2010	ONE MILLION DOLLARS
BAZZINI BAKERY, LLC	77/255,623	3,616,778	May 5, 2009	BARTONS EXQUISITE
BAZZINI BAKERY, LLC	77/227,768	3,534,892	November 18, 2008	SHMELLOWS
BAZZINI BAKERY, LLC	77/195,151	3,496,708	September 2, 2008	HEAVENLY DARK
BAZZINI BAKERY, LLC	77/064,136	3,441,490	June 3, 2008	HEAVENLY DARK
BAZZINI BAKERY, LLC	77/165,099	3,603,147	April 7, 2009	BARTONS
BAZZINI BAKERY, LLC	77/078,258	3,599,027	March 31, 2009	BARTONS CONFECTIONERS
BAZZINI BAKERY, LLC	76/519,875	2,971,944	July 19, 2005	BARTONS GEM CLASSICS
BAZZINI BAKERY, LLC	76/321,257	2,971,212	July 19, 2005	NEW YORKER
BAZZINI BAKERY, LLC	76/519,879	2,952,677	May 17, 2005	DESSERT CLASSICS

(730501;1)

BAZZINI BAKERY, LLC	76/519,878	2,923,935	February 1, 2005	BARTONS DESSERT CLASSICS
BAZZINI BAKERY, LLC	76/519,877	2,921,300	January 25, 2005	GEM CLASSICS
BAZZINI BAKERY, LLC	76/519,876	2,921,299	January 25, 2005	BARTONS TOPPERS
BAZZINI BAKERY, LLC	74/382,800	1,844,601	July 12, 1994	BARTONETTES
BAZZINI BAKERY, LLC	74/382,743	1,937,678	November 28, 1995	BARTONS BONBONNIERE
BAZZINI BAKERY, LLC	74/101,083	2,014,633	November 12, 1996	ALMOND KISSES
BAZZINI BAKERY, LLC	72/071,797	0,690,644	December 29, 1959	AMERICANA
BAZZINI BAKERY, LLC	72/015,441	0,669,032	October 28, 1958	<b>BARTONS</b>

(730501;1)

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated as of December 8, 2011, is made by BAZZINI BAKERY, LLC (the "Grantor") in favor of PNC Bank, National Association, as agent (in such capacity, the "Agent") for the lenders under the Loan Agreement referred to below (the "Lenders").

Grantor has entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Agent, the subsidiaries of the Grantor that may from time to time become parties thereto as borrowers, and the Lenders.

Under the terms of the Loan Agreement, the Grantor has granted to the Agent, for its benefit and the benefit of the Lenders, a security interest in, among other property certain trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to the Agent for its benefit and the benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

**Section 1.01** the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

**Section 1.02** all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

**Section 1.03** any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

**Section 1.04** any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Agent.
3. **Loan Documents.** This Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
5. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

**[signature page to Trademark Security Agreement]**

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BAZZINI BAKERY, LLC





By   
Name: Rocco Damato  
Title: Manager

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL  
ASSOCIATION,  
as Agent

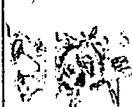
By \_\_\_\_\_  
Name: Brian Conway  
Title: Vice President

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