

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
La Madeleine, Inc.		12/18/2012	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Bank of the West
Street Address:	4400 MacArthur Blvd., Suite 150
Internal Address:	Mail Sort: SC-634-01-C
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1614450	LA MADELEINE
Registration Number:	3003267	LA MADELEINE
Registration Number:	3244722	
Serial Number:	85584923	LA MADELEINE
Serial Number:	85600567	LA MADELEINE COUNTRY FRENCH CAFÉ
Serial Number:	85709426	CATERING BY LA MADELEINE
Serial Number:	85709424	CATERING BY LA MADELEINE

**CORRESPONDENCE DATA**

Fax Number: 6192331158  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 619-233-1155  
 Email: sdrake@allenmatkins.com  
 Correspondent Name: Scott Drake, Paralegal

CH \$190.00 1614450

Address Line 1: 501 West Broadway, 15th Floor  
Address Line 2: Allen Matkins  
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER: 371507-00025

NAME OF SUBMITTER: Karen Dubnansky, VP Bank of the West

Signature: /Karen Dubnansky/

Date: 12/19/2012

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2012 (this "Agreement"), is made by LA MADELEINE, INC., a Texas corporation ("LMI") (the "Grantor"), in favor of Bank of the West, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 18, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Le Duff America, Inc., a Delaware Corporation, the various financial institutions and other Persons from time to time party thereto, as lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to and maintain Loans with the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of December 18, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the

business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I, to the extent permitted by such Trademark License;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the

Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of California.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

**GRANTOR**

**La Madeleine Inc.  
BD, LLC**

  
\_\_\_\_\_

By: Mike Clock, CFO

**ADMINISTRATIVE AGENT**

**Bank of the West, as Administrative Agent**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

**GRANTOR**

**La Madeleine Inc.  
BD, LLC**

\_\_\_\_\_  
By: Mike Clock, CFO

**ADMINISTRATIVE AGENT**

**Bank of the West, as Administrative Agent**

*Karen Dubronsky*  
Name: Karen L. Dubronsky  
Title: Vice President

*[Trademark Security Agreement]*

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Applicant/Owner	Title	Co. St.	Filing Date	App. No.	Reg. Date	Reg. No.
LA MADELEINE, INC.	LA MADELEINE (MEXICO) cl. 29	CA	Sep 23/2011	1214040-2011		
LA MADELEINE, INC.	LA MADELEINE (MEXICO) cl. 43	CA	Sep 23/2011	1214041-2011		
LA MADELEINE, INC.	LA MADELEINE (CANADA)	CA	Sep 19/2011	1544007		
LA MADELEINE, INC.	LA MADELEINE (INTERNATIONAL TRADE-MARK UNDER MADRID PROTOCOL)	SP	Mar 20/1992	288869	Mar 20/1992	584598
LA MADELEINE, INC.	LA MADELEINE (CANADA)	CA	Feb 02/1990	650,083	Sep 30/1994	433,808
LA MADELEINE, INC.	LA MADELEINE (CANADA)	CA	Feb 27/2004	1207879	Jan 02/2009	731,657
LA MADELEINE, INC.	LA MADELEINE (U.S.) cl. 42	US	Jan 08/1990	74/017,057	Sep 18/1990	1,614,450
LA MADELEINE, INC.	LA MADELEINE (U.S.)	US	Sep 09/2003	76/543,749	Oct 04/2005	3,003,267
LA MADELEINE, INC.	Miscellaneous Design (U.S.) cl. 43	US	Jul 14/2006	78/929,985	May 22/2007	3,244,722
LA MADELEINE, INC.	LA MADELEINE (MEXICO) cl. 29	MX	Jul 21/2006	795759	Feb 25/2008	1026221
LA MADELEINE, INC.	LA MADELEINE (MEXICO) cl. 43	MX	Jul 21/2006	795761	Mar 12/2008	1029664
LA MADELEINE, INC.	LA MADELEINE (MEXICO) cl. 30	MX	Jul 21/2006	795760	Nov 06/2008	1070466
LA MADELEINE, INC.	LA MADELEINE & Design (FRANCE) cls 30,42	FR	Jun 03/1991		Jun 03/1991	1715496
LA MADELEINE, INC.	LA MADELEINE (MEXICO) cl. 30	MX				
LA MADELEINE, INC.	LA MADELEINE & Design (US)	US	Apr 17/2012	85/584,923		



Applicant/Owner	Title	Class	Col.	St.	Filing Date	App. No.	Reg. Date	Reg. No.
LA MADELEINE, INC.	LA MADELEINE COUNTRY CAFE & Design (US)	US	P	P	Apr 17/2012	85/600,567		
LA MADELEINE, INC.	CATERING BY LA MADELEINE & Design (US)	US	P	P				
LA MADELEINE, INC.	CATERING BY LA MADELEINE (US)	US	P	P				