

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
Bradshaw International, Inc.		12/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	John Hancock Life Insurance Company (U.S.A), as Administrative Agent
Street Address:	197 Clarendon Street
Internal Address:	Attn: Bradshaw Account Officer
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4207948	
Registration Number:	4140358	OVEN FRESH
Registration Number:	4080134	SMART SCOOP
Registration Number:	4107040	PANCAKE CREATOR
Registration Number:	4116204	RANGEPRO
Registration Number:	4056840	GOOD COOK TOUCH
Registration Number:	3797348	WE ALL LOVE TO EAT!
Registration Number:	3677637	GOOD COOK PRECISION
Registration Number:	3800189	LUNCH & MUNCH
Registration Number:	3727094	BRADSHAW
Registration Number:	3507835	AIR PERFECT
Registration Number:	3588432	YUM! GADGETS
Registration Number:	3641767	OVEN FRESH GOOD COOK THE ART OF GOOD COOKING

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Registration Number:	3680326	HARMONY
Registration Number:	3432236	SPYRO
Registration Number:	3544200	QUATTRO
Registration Number:	3300286	PARTY POP-UPS
Registration Number:	3300287	PARTY POP-UPS
Registration Number:	3382441	GOOD COOK REAL LIFE, REAL COOKING.
Registration Number:	3213144	SAFECUT
Registration Number:	3183681	ORBI
Registration Number:	3215256	BAKE-N-TAKE
Registration Number:	3138980	PRO FRESHIONALS
Registration Number:	3240492	TWISTER ICE CREAM SCOOP
Registration Number:	3136941	FLEXFORM
Registration Number:	2979483	COOK N' POUR
Registration Number:	2581780	EZ V A C
Registration Number:	2605507	GOOD COOK THE ART OF GOOD COOKING
Registration Number:	2189233	AIR PERFECT
Registration Number:	2094958	OVEN FRESH PREMIUM GOOD COOK BAKEWARE
Registration Number:	1952999	
Registration Number:	1976111	BONNY
Registration Number:	1983228	BRIGHT BUYS
Registration Number:	1767215	GOOD COOK
Registration Number:	1767212	GOODCOOK ULTRA SERIES
Registration Number:	1604386	GOOD COOK
Registration Number:	0965485	BONNY
Registration Number:	0920633	FAIRGROVE

**CORRESPONDENCE DATA**

Fax Number: 6175269899

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

Phone: 617-526-9484

Email: pmurphy@proskauer.com

Correspondent Name: Patrick M. Murphy

Address Line 1: One International Place

Address Line 2: Proskauer Rose LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

51334-003

**TRADEMARK**

**REEL: 004935 FRAME: 0721**

	Patrick M. Murphy
Signature:	/s/ Patrick M. Murphy
Date:	01/04/2013
<b>Total Attachments: 5</b> source=Trademark Collateral Agreement (Bradshaw)#page1.tif source=Trademark Collateral Agreement (Bradshaw)#page2.tif source=Trademark Collateral Agreement (Bradshaw)#page3.tif source=Trademark Collateral Agreement (Bradshaw)#page4.tif source=Trademark Collateral Agreement (Bradshaw)#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 28<sup>th</sup> day of December 2012, Bradshaw International, Inc., a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 9409 Buffalo Street, Rancho Cucamonga, California 91730, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to John Hancock Life Insurance Company (U.S.A.) (“*JHUSA*”), with its mailing address at 197 Clarendon Street, Boston, Massachusetts 02116, Attn: Bradshaw Account Officer, acting in its capacity as Administrative Agent (solely in its capacity as described and defined in the Credit Agreement) (herein, referred to as “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors, a continuing lien on and security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (the “*Security Agreement*”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time. All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BRADSHAW INTERNATIONAL, INC., a  
Delaware corporation

By:   
Name: Mark MacTavish  
Title: Vice President and  
Assistant Secretary

Accepted and agreed to as of the date and year first above written.

**JOHN HANCOCK LIFE INSURANCE  
COMPANY (U.S.A.), as Agent**

By:   
Name: Henry H. Wong  
Title: Senior Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>DESIGN ONLY</b>	85414493	9/2/11	4207948	9/11/12
<b>OVEN FRESH</b>	85366162	7/8/11	4140358	5/8/12
<b>SMART SCOOP</b>	85331164	5/26/11	4080134	1/3/12
<b>PANCAKE CREATOR</b>	85320318	5/13/11	4107040	2/28/12
<b>RANGEPRO</b>	85278286	3/28/11	4116204	3/20/12
<b>GOOD COOK TOUGH</b>	77847432	10/13/09	4056840	11/15/11
<b>WE ALL LOVE TO EAT!</b>	77751019	6/3/09	3797348	6/1/10
<b>GOOD COOK PRECISIONS</b>	77527326	7/21/08	3677637	9/1/09
<b>LUNCH &amp; MUNCH</b>	77512506	7/1/08	3800189	6/8/10
<b>BRADSHAW</b>	77397190	2/14/08	3727094	12/22/09
<b>AIR PERFECT</b>	77395504	2/13/08	3507835	9/30/08
<b>YUM! GADGETS</b>	77334608	11/20/07	3588432	3/10/09
<b>OVEN FRESH GOOD COOK THE ART OF GOOD COOKING</b>	77295249	10/3/07	3641767	6/23/09
<b>HARMONY</b>	77188309	5/23/07	3680326	9/8/09
<b>SPYRO</b>	7711171	2/20/07	3432236	5/20/08
<b>QUATTRO</b>	77111174	2/20/07	3544200	12/9/08
<b>PARTY POP-UPS</b>	7709941	2/5/07	3300286	9/25/07
<b>PARTY POP-UPS</b>	77099415	2/5/07	3300287	9/25/07
<b>GOOD COOK REAL LIFE, REAL COOKING.</b>	77003902	9/21/06	3382441	2/12/08
<b>SAFECCUT</b>	78873658	5/1/06	3213144	2/27/07
<b>ORBI</b>	78803241	1/31/06	3183681	12/12/06
<b>BAKE-N-TAKE</b>	78803223	1/31/06	3215256	3/6/07
<b>PRO FRESHIONALS</b>	78725780	10/4/05	3138980	9/5/06
<b>TWISTER ICE CREAM SCOOP</b>	78552642	1/24/05	3240492	5/8/07
<b>FLEXFORM</b>	78509958	11/2/04	3136941	8/29/06
<b>COOK N' POUR</b>	78322769	11/4/03	2979483	7/26/05
<b>EZ V A C</b>	76254055	5/9/01	2581780	6/18/02
<b>GOOD COOK THE ART OF GOOD COOKING</b>	76033499	4/25/00	2605507	8/6/02
<b>AIR PERFECT</b>	75321482	7/9/97	2189233	9/15/98

<b>OVEN FRESH PREMIUM GOOD COOK BAKEWARE</b>	75156401	8/26/96	2094958	9/9/97
<b>DESIGN ONLY</b>	74625979	1/26/95	1952999	1/30/96
<b>BONNY</b>	74626099	1/26/95	1976111	5/28/96
<b>BRIGHTS BUYS</b>	74404792	6/23/96	1983228	7/2/96
<b>GOOD COOK</b>	74241914	1/31/92	1767215	4/27/93
<b>GOODCOOK ULTRA SERIES</b>	74202192	9/10/91	1767212	4/27/93
<b>GOODCOOK</b>	73791521	4/6/89	1604386	7/3/90
<b>BONNY</b>	72422698	4/28/72	0965485	8/7/73
<b>FAIRGROVE</b>	72363143	6/19/70	0920633	9/21/71