

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
Boudin IP, Inc.		04/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1848412	AUTHENTIC SAN FRANCISCO SOURDOUGH SINCE 1856
Registration Number:	3503061	BOUDIN
Registration Number:	1087413	BOUDIN
Serial Number:	85721383	BOUDIN
Registration Number:	3503060	BOUDIN
Registration Number:	3538792	BOUDIN SF
Registration Number:	3690990	BOUDIN SF BREAKFAST · LUNCH · DINNER · SOURDOUGH
Registration Number:	1662055	BOUDIN SOURDOUGH BAKERY & CAFE
Registration Number:	4101733	THE ONLY BREAD BAKED FRESH ON FISHERMAN'S WHARF SAN FRANCISCO B BOUDIN SOURDOUGH SINCE 1849 FRENCH BREAD ORIGINAL BAKED FRESH EVERY DAY BOUDIN BAKERY S.L. GIRAUDO BOUDIN BAKERY ISIDORE BOUDIN SAN FRANCISCO
Registration Number:	4075153	CHOWDER HUT GRILL
Registration Number:	1667918	(SAY "BO-DEEN") B BOUDIN. SOURDOUGH FRENCH BREAD SINCE 1849

OP \$515.00 1848412

Registration Number:	3746360	SAN FRANCISCO BOUDIN B SOURDOUGH SINCE 1849
Serial Number:	85721444	SAN FRANCISCO BOUDIN B SOURDOUGH SINCE 1849
Registration Number:	3717000	SAN FRANCISCO BOUDIN SINCE B 1849 SOURDOUGH BAKERY & CAFE FRESH EVERYDAY
Registration Number:	4094814	SAN FRANCISCO SOURDOUGH CRISPS
Registration Number:	2077959	SAN FRANCISCO WHARF
Registration Number:	3925191	SAN FRANCISCO WHARF CLAM CHOWDER
Registration Number:	4251951	THE ORIGINAL SAN FRANCISCO SOURDOUGH
Serial Number:	85721405	THE ORIGINAL SAN FRANCISCO SOURDOUGH
Registration Number:	1500039	THE ORIGINAL SOURDOUGH SAN FRANCISCO SINCE 1856

CORRESPONDENCE DATA

Fax Number: 4153918269
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 415-543-8700
Email: ypham@reedsmith.com
Correspondent Name: Yvonne Pham
Address Line 1: 101 Second Street
Address Line 2: Suite 1800
Address Line 4: San Francisco, CALIFORNIA 94105-3659

ATTORNEY DOCKET NUMBER: 362023.20004

NAME OF SUBMITTER: Yvonne Pham

Signature: /Yvonne Pham/

Date: 04/05/2013

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2013 (the “*Agreement*”), by and between **BOUDIN IP, INC.**, a Delaware corporation (the “*Grantor*”), and **BRIDGE BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent and collateral agent for itself and the other Secured Parties (as defined in the Loan Agreement referred to below) (together with any successor Agent under the Loan Agreement, “*Agent*”).

W I T N E S S E T H:

WHEREAS, Andre-Boudin Bakeries, Inc., a California corporation, Boudin Holdings, Inc., a Delaware corporation, Agent and the financial institutions from time to time party thereto as lenders (“*Lenders*”) have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the “*Loan Agreement*”);

WHEREAS, Grantor has entered into that certain Security Agreement dated as of April 5, 2013 (as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”), among Grantor, other grantors party thereto and Agent, pursuant to which Grantor granted a first-priority lien and security interest in all of all or substantially all of its assets to Agent;

WHEREAS, as a condition to extending credit to Borrower under the Loan Agreement, Agent requires that Grantor grant to Agent a continuing security interest in, and lien on, all of the Intellectual Property Collateral (defined below); and

WHEREAS, 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, and in order to induce Lenders to extend credit to Borrower pursuant to the Loan Agreement and to induce Secured Parties to enter into Secured Cash Management Agreements and Secured Hedge Agreements, Grantor agrees, for the benefit of Agent and Secured Parties, 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 respective meanings provided or provided by reference in the Loan Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations, Grantor does hereby mortgage, pledge and grant to Agent, for the ratable benefit of the Secured Parties, a continuing security

interest in, and lien on, all of the following property of Grantor (the “*Intellectual Property Collateral*”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything herein to the contrary (including, any provisions set forth in *Section 8* herein), in no event shall the security interest of Agent attach to, or shall “Intellectual Property Collateral” include any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed (it being understood that upon the filing of such statement of use or amendment to allege use, the security interest shall immediately attach to and such trademark application shall immediately constitute “Intellectual Property Collateral”, without any further action on the part of any party).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest and lien of Agent in the Intellectual Property Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Secured Obligations and the termination of all commitments of Lenders, Agent shall, at Grantor’s expense, execute and deliver to Grantor all instruments and other documents as may be necessary to release the lien and security interest in the Intellectual Property Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in and lien on the Intellectual Property 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 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. 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.


SECTION 8. After Acquired Intellectual Property Collateral. Grantor shall promptly notify Agent in writing of any rights to Intellectual Property Collateral acquired by Grantor after the date hereof. Promptly after the filing of an application for any Trademark registration or Patent registration, Grantor shall execute and deliver to Agent an IP Supplement, substantially in the form of *Exhibit A* annexed hereto ("*IP Supplement*"), and submit it for recordation in the United States Patent and Trademark Office, *provided*, that the failure of Grantor to execute an IP Supplement or submit it for recordation with respect to any additional Intellectual Property Collateral shall not impair the security interest of Agent therein or otherwise adversely affect the rights and remedies of Agent hereunder or under the Security Agreement with respect thereto. Upon delivery to Agent of an IP Supplement, *Schedule 1* hereto shall be deemed modified to include a reference to any right, title or interest in any existing Intellectual Property Collateral or any Intellectual Property Collateral set forth on *Schedule A* to such IP Supplement. Notwithstanding anything herein to the contrary, this *Section 8* shall exclude all "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

GRANTOR:

BOUDIN IP, INC.,
a Delaware corporation

By:  _____
Name: Mark Briggs
Title: Treasurer

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

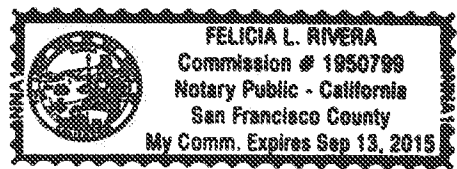
On April 4th, 2013 before me, Felicia L. Rivera, Notary Public, personally appeared Mark Briggs, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Felicia L. Rivera
Notary Public in and for the State of California

(Seal)



AGENT:

BRIDGE BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Martin Kriegler

Title: Senior Vice President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004999 FRAME: 0902

SCHEDULE 1
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Serial No.	Country
AUTHENTIC SAN FRANCISCO SOURDOUGH SINCE 1856 Design	1,848,412	74/393,660	U.S.
BOUDIN	3,503,061	78/825,081	U.S.
BOUDIN	1,087,413	73/096,730	U.S.
BOUDIN		85/721,383	U.S.
BOUDIN (Stylized)	3,503,060	78/825,074	U.S.
BOUDIN SF (Standard Characters)	3,538,792	78/825,039	U.S.
BOUDIN SF BREAKFAST LUNCH DINNER SOURDOUGH (Stylized)	3,690,990	77/216,277	U.S.
BOUDIN SOURDOUGH BAKERY & CAFÉ	1,662,055	74/076,144	U.S.
BOUDIN SOURDOUGH PACKAGING (Trade Dress)	4,101,733	85/342,656	U.S.
CHOWDER HUT GRILL Logo	4/075,153	85/176,776	U.S.
MEDALLION Logo	1,667,918	74/081,169	U.S.
MEDALLION Logo	3,746,360	77/761,160	U.S.
MEDALLION Logo		85/721,444	U.S.
SAN FRANCISCO BOUDIN SINCE B 1849 SOURDOUGH BAKERY & CAFE FRESH EVERYDAY (Design)	3,717,000	78/825,056	U.S.
Sourdough Crisps		Unfiled	U.S.
SAN FRANCISCO SOURDOUGH CRISPS (Supplemental)	4,094,814	85/320,220	U.S.
SAN FRANCISCO WHARF	2,077,959	74/698,536	U.S.
SAN FRANCISCO WHARF CLAM CHOWDER	3,925,191	85/073,222	U.S.
THE ORIGINAL SAN FRANCISCO SOURDOUGH	4,251,951	77/941,847	U.S.
THE ORIGINAL SAN FRANCISCO SOURDOUGH		85/721,405	U.S.
THE ORIGINAL SOURDOUGH SAN FRANCISCO SINCE 1856 Design	1,500,039	73/574,602	U.S.

(Schedule 1 to Patent and Trademark Security Agreement)

EXHIBIT A TO PATENT AND TRADEMARK SECURITY AGREEMENT

IP SUPPLEMENT

This IP Supplement, dated as of _____, is delivered pursuant to and supplements (i) the Security Agreement, dated as of April 5, 2013 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Andre-Boudin Bakeries, Inc., Boudin Holdings, Inc., Boudin IP, Inc. (the "**Grantor**"), the other grantors named therein and Bridge Bank, National Association, as Agent, and (ii) the Patent and Trademark Security Agreement dated as of April 5, 2013 (the "**Patent and Trademark Security Agreement**") between Grantor and Bridge Bank, National Association, as Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement or Patent and Trademark Security Agreement, as applicable.

Grantor grants to Agent a security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral set forth on **Schedule A** annexed hereto. All such Intellectual Property Collateral shall be deemed to be part of the Intellectual Property Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Patent and Trademark Security Agreement.

This IP Supplement has been executed and delivered by Grantor for the purpose of registering the security interest and lien of Agent in the Intellectual Property Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of _____.

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

Acknowledged by:

BRIDGE BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

(Exhibit A to Patent and Trademark Security Agreement)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__ before me, _____,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Public in and for the State of California

(Seal)

SCHEDULE A TO IP SUPPLEMENT

Intellectual Property Collateral

(Schedule A to IP Supplement)