

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.208/08/2014  
900297826

ETAS ID: TM313480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Specialty Bakers LLC		08/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	340 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10173		
<b>Entity Type:</b>	PANC United States		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1718451	FRENCH KONES	
Registration Number:	1721800	SIMPLY ELEGANT DESSERTS	
Registration Number:	1890640	SIMPLY ELEGANT DESSERTS	
Registration Number:	1319684	FRENCH TWIRL	
Registration Number:	1662644	S SPECIALTY BAKERS	
Registration Number:	1057839	COUNTRY BAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	113658.00039		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/08/2014		

OP \$165.00 1718451

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2014, by and among Specialty Bakers LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION in its capacity as collateral agent for the ABL Lenders (in such capacity, together with its successors and assigns in such capacity, the "ABL Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of the date hereof by and among Grantor, each Person joined thereto as a borrower from time to time (together with Grantor, individually, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), Specialty Bakers Holding Company LLC, a Delaware limited liability company ("Holdings"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), ABL Collateral Agent, as administrative agent for Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and Garrison Loan Agency Services LLC, as collateral agent for the Non-ABL Lenders (in such capacity, together with its successors and assigns in such capacity, the "Non-ABL Collateral Agent") (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Loan Parties shall have executed and delivered to the ABL Collateral Agent, for itself and the ratable benefit of the ABL Lenders, this Trademark Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the ABL Collateral Agent, on behalf of itself and the ABL Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the ABL Collateral Agent, on behalf of itself and the ABL Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the ABL Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Trademark Security Agreement, (ii) the security interest granted to the ABL Collateral Agent by Grantor pursuant to this Trademark Security Agreement (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by the ABL Collateral Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

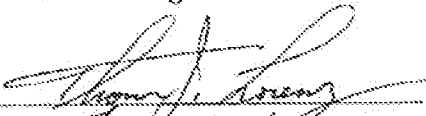
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPECIALTY BAKERS LLC,  
a Delaware limited liability company

By: E. J  
Name: E. Jerry Leach  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

PN BANK, NATIONAL ASSOCIATION, as  
ABL Collateral Agent

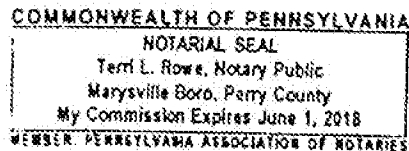
By:   
Name: *Thomas J. LORENZ*  
Title: *SVP*

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Perry )

On this 6 day of August, 2014, before me personally appeared E. Jerry Ledt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPECIALTY BAKERS LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.

Terri L. Rowe  
Notary Public





SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

Trademark	Country	Reg. No.	Reg. Date
"French Kones"	U.S.	1,718,451	09/22/1992
"Simply Elegant Desserts"	U.S.	1,721,800	10/06/1992
"Simply Elegant Desserts"	U.S.	1,890,640	03/18/1995
"French Twirl"	U.S.	1,319,684	02/12/1985
"S," "Specialty Bakers," and Design	U.S.	1,662,644	10/29/1991
"Country Baker"	U.S.	1,057,839	02/01/1977
Specialty Bakers Logo	U.S.	N/A	N/A

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement

Schedule I