

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Koffee Kup Bakery, Inc.		10/01/2014	CORPORATION: VERMONT
VBC, Inc.		10/01/2014	CORPORATION: VERMONT
Superior Bakery, Inc.		10/01/2014	CORPORATION: DELAWARE
The Adams Bakery Corporation		10/01/2014	CORPORATION: DELAWARE
Matthew's Bread Company, Inc.		10/01/2014	CORPORATION: DELAWARE
Innisfree Farm Leasing Company, Inc.		10/01/2014	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	149 Bank Street
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1656387	
Registration Number:	2806178	EATING WELL NEVER TASTED SO GOOD
Registration Number:	1636564	VERMONT BREAD COMPANY
Registration Number:	2836749	KASANOF'S SINCE 1898
Registration Number:	2290177	KASANOF'S
Registration Number:	2345671	KASANOF'S
Registration Number:	1208766	MATTHEW'S ALL NATURAL EST. 1979
Registration Number:	2165741	MATTHEW'S ALL NATURAL
Registration Number:	2272349	MATTHEW'S ALL NATURAL
Registration Number:	1534526	THE BAKER
Registration Number:	1867134	KOFFEE KUP BAKERY
Registration Number:	4266554	MR. CRULLER

OP \$315.00 1656387

CORRESPONDENCE DATA**Fax Number:** 8028628176*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.***Phone:** 802-862-0500**Email:** dlehmann@vtlaw1.com**Correspondent Name:** Thomas Melloni**Address Line 1:** 30 Main Street Suite 210**Address Line 2:** Burak Anderson & Melloni, PLC**Address Line 4:** Burlington, VERMONT 05401

NAME OF SUBMITTER:	Thomas Melloni
SIGNATURE:	/Thomas Melloni/
DATE SIGNED:	10/02/2014

Total Attachments: 14

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**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is entered into as of this 1st day of October, 2014, **KOFFEE KUP BAKERY, INC.** ("Koffee Kup"), a Vermont corporation with its chief executive office and principal place of business at 436 Riverside Avenue, Burlington, Vermont, **VBC, INC.** ("VBC"), a Vermont corporation with its chief executive office and principal place of business at 80 Cotton Mill Hill, Brattleboro, Vermont, **SUPERIOR BAKERY, INC.** ("Superior"), a Delaware corporation with its chief executive office and principal place of business at 436 Riverside Avenue, Burlington, Vermont, **THE ADAMS BAKERY CORPORATION** ("Adams"), a Delaware corporation with its chief executive office and principal place of business at 436 Riverside Avenue, Burlington, Vermont, **MATTHEW'S BREAD COMPANY, INC.** ("Matthew's"), a Delaware corporation with its chief executive office and principal place of business at 436 Riverside Avenue, Burlington, Vermont, **INNISFREE FARM LEASING COMPANY, INC.** ("Innisfree"), a Vermont corporation with its chief executive office and principal place of business at 80 Cotton Mill Hill, Brattleboro, Vermont (Koffee Kup, VBC, Superior, Adams, Matthew's and Innisfree each a "Borrower" and jointly and severally, the "Borrowers"), and **KEYBANK NATIONAL ASSOCIATION** (the "Bank"), a national banking association having a place of business at 149 Bank Street, Burlington, Vermont 05401, as Collateral Agent under the Loan Agreement (as defined below).

WHEREAS, the Borrowers, the lenders party thereto (together with their successors and assigns, the "Lenders") and the Bank are parties to a certain Loan and Security Agreement, dated as of October 1, 2014 (as amended, restated, supplemented or extended from time to time, the "Loan Agreement"), which provides: (i) for the Lenders to extend certain loans to or for the account of the Borrowers; and (ii) for the grant by the Borrowers to the Bank, as collateral agent for the Lenders, of a security interest in all of the Borrowers' assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information and the goodwill associated with each of the foregoing, and other proprietary rights, together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of any of the foregoing; and

WHEREAS, the Lenders are not willing to provide any credit or accommodations to the Borrowers unless the obligations of the Borrowers are secured by a pledge and perfected security interest in the Intellectual Property Collateral (as defined below) in favor of the Bank, as collateral agent for the Lenders.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrowers and the Bank agree as follows:

1. Security Interest in Patents, Trademarks and Copyrights. To secure the complete and timely satisfaction of all of Borrowers' "Obligations" (as that term is defined in the Loan Agreement) to the Bank and the Lenders from time to time parties to the Loan Agreement, the Borrowers hereby grant and convey to the Bank a security interest (having priority over all other security interests) with power of sale, to the extent permitted by law, in all of its now owned or existing, and hereafter acquired or arising:

- (a) patents and patent applications, including, without limitation, any invention and improvement to a patent or patent application, including without limitation those patents and patent applications listed in Schedule A (being sometimes referred to individually and/or collectively, the "Patents");
- (b) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and dilutions thereof, and (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Borrowers' rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this Section 1(b), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (c) the goodwill of Borrowers' business connected with and symbolized by the Trademarks; and
- (d) copyrights and copyright applications, including without limitation, those copyrights listed in Schedule C (being sometimes referred to individually and/or collectively as the "Copyrights");

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of the foregoing (collectively, the "Intellectual Property Collateral").

2. Recording of Patents and Trademarks. Borrowers represent and warrant that (1) the patents and patent applications listed in Schedule A and (2) the trademark and trademark applications described in Schedule B, have each been duly recorded in the U.S. Patent and

Trademark Office (the "PTO"); and that no other patents, patent applications, trademarks or trademark applications have been filed or recorded with the PTO in which the Borrowers have an interest.

3. Recording of Copyrights. Borrowers represent and warrant that the copyright and copyright applications described in Schedule C have been duly recorded in the U.S. Copyright Office, and that no other copyright or copyright applications have been recorded in the U.S. Copyright Office in which the Borrowers have an interest.

4. Restrictions on Future Agreements. Borrowers will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrowers further agree that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with the Patents, Trademarks and/or Copyrights that are necessary or desirable in the operation of Borrowers' business.

5. New Patents, Trademarks and Copyrights. Borrowers represent and warrant that the Patents, Trademarks, and Copyrights listed on Schedules A, B and C include all of the patents, patent applications, trademark registrations, trademark applications, service marks registrations, service mark applications, registered copyrights and copyright applications, now owned or held by Borrowers. If, prior to the termination of this Agreement, Borrowers shall (i) create or obtain rights to any new patents, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations or service mark applications, or (ii) become entitled to the benefit of any patent, trademark, trademark registration, trademark application, trade name, trade style, service mark, service mark registration or service mark application, the provisions of this Agreement shall automatically apply thereto and Borrowers shall give Bank prompt written notice thereof. Borrowers hereby authorize Bank to modify this Agreement by (a) amending Schedules A, B, and/or C, as the case may be, to include any future patents, trademark registrations, trademark applications, service mark registrations, service mark applications, registered copyrights and copyright applications that are Patents, Trademarks or Copyrights under Section 1 above or under this Section 5 (whether or not any such notice from Borrowers has been sent or received), and (b) filing, in addition to and not in substitution for this Agreement, a supplement or addendum to this Agreement containing on Schedule B therein, as the case may be, such registered trademarks, trademark applications, service marks, registered service marks and service mark applications which are Trademarks under Section 1 above or this Section 5 and to take any action Bank otherwise deems appropriate to perfect or maintain the rights and interest of Bank under this Agreement with respect to such Patents, Trademarks and Copyrights.

6. Royalties. The Borrowers hereby agree that following the occurrence and continuation of an Event of Default, the use by Bank of the Patents, Trademarks and Copyrights as authorized hereunder shall be co-extensive with Borrowers' rights with respect thereto and

without any liability for royalties or other related charges from the Bank to the Borrowers or any other person.

7. Nature and Continuation of Security Interest; Notice to Third Parties. This Security Agreement has the effect of giving third parties notice of the Bank's Security Interest in Borrowers' Patents, Trademarks and Copyrights. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents, Trademarks and Copyrights and shall remain in full force and effect until the Obligations have been paid in full (other than contingent indemnity obligations) and the termination of the Bank's obligation to extend credit pursuant to the Loan Agreement.

8. Right to Inspect; Assignments and Security Interests. Subject to the limitations on such inspections and examinations as set forth in the Loan Agreement, the Bank shall have the right, at any reasonable time upon reasonable prior written request and from time to time, to inspect Borrowers' premises and to examine Borrowers' books, records and operations relating to the Patents, Trademarks and Copyrights, including, without limitation, Borrowers' quality control processes; provided, that in conducting such inspections and examinations, Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Borrowers' ordinary business operations. After the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), Borrowers agree that Bank or a conservator appointed by Bank shall have the right to take any action to renew or to apply for registration of any Trademarks as Bank or said conservator, each in its sole judgment, may deem necessary or desirable in connection with the enforcement of Bank's rights hereunder. Borrowers agree (i) except in accordance with Borrowers' reasonable business judgment, not to sell or assign its respective interests in the Patents, Trademarks and/or Copyrights without the prior written consent of Bank and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

9. Duties of Borrowers. Borrowers shall have the duty, to the extent necessary or desirable in the normal conduct of Borrowers' business as determined at the Borrowers' reasonable discretion, to (i) prosecute diligently any patent application or trademark application or service mark application that is part of the Patents or Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (ii) preserve and maintain all of Borrowers' rights in the patents, patent applications, trademark applications, service mark applications and trademark and service mark registrations that are part of the Patents and Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrowers. Borrowers shall not, without thirty (30) days prior written notice to Bank, abandon any trademark or service mark that is the subject of a registered trademark, service mark or application therefor. Bank shall not have any duty with respect to the Patents, Trademarks and/or Copyrights. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any steps necessary to preserve rights in the Patents, Trademarks and/or Copyrights against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrowers and added to the Obligations and liabilities secured hereby and by the other Loan Documents.

10. Bank's Right to Sue. Upon the occurrence and during the continuance of any Event of Default, the Bank shall have the right to exercise all rights and remedies available at law or in equity. From and after the occurrence and during the continuance of an Event of Default, Bank shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Patents, Trademarks and Copyrights and, if Bank shall commence any such suit or take any such action, Borrowers shall, at the request of Bank, do any and all reasonable lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement. Borrowers shall, upon demand, promptly reimburse and indemnify Bank for all reasonable out-of-pocket costs and expenses incurred by Bank in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' fees). If, for any reason whatsoever, Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. The Borrowers waive, to the extent permitted by applicable law, presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any loans made, credit or other extensions granted, collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to the Borrowers under this Agreement or any other document evidencing the Obligations or the liabilities under the Loan Documents. With respect to both the Obligations and the Collateral, the Borrowers assent to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Bank may deem advisable. The Bank may exercise its rights with respect to the Collateral without resorting, or regard, to other collateral or sources of reimbursement for Obligations. The Bank shall not be deemed to have waived any of its rights with respect to the Obligations or the Collateral unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of the Bank in the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by law or any other agreement, and may be exercised separately or concurrently.

12. Successors and Assigns. This Agreement shall be binding upon the Borrowers, its respective successors and permitted assigns, and shall inure to the benefit of and be enforceable by the Bank and its successors and assigns.

13. General. This Agreement may not be amended or modified except by a writing signed by the Borrowers and the Bank, nor may the Borrowers assign any of their rights hereunder. This Agreement and the terms, covenants and conditions hereof shall be construed in accordance with, and governed by, the laws of the State of New York (without giving effect to any conflicts of law provisions contained therein). In the event that any Collateral stands in the

name of the Borrowers and another or others jointly, as between the Bank and the Borrowers, the Bank may deal with the same for all purposes as if it belonged to or stood in the name of the Borrowers alone. Capitalized terms used herein and not otherwise defined have the respective meanings given in the Loan Agreement.

14. WAIVER OF JURY TRIAL; VENUE.

THE BORROWERS HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR, ARISING OUT OF: (A) THIS AGREEMENT OR ANY OTHER INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith; OR (B) THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

THE BORROWERS AGREE THAT ANY SUIT FOR THE ENFORCEMENT OF THE OBLIGATIONS ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT OR ANY TRANSACTION RELATING TO ANY LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT AND TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWERS BY MAIL AT THE ADDRESS SPECIFIED IN THE LOAN AGREEMENT. THE BORROWERS HEREBY WAIVE ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT WAS BROUGHT IN AN INCONVENIENT COURT. THE BORROWERS SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF NEW YORK UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF NEW YORK. NOTHING IN THIS SECTION SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE RIGHT OF THE BANK TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWERS IN ANY JURISDICTION IN WHICH ANY COLLATERAL IS LOCATED, THE BORROWERS CONDUCT ACTIVITIES OR WHERE LEGAL PROCEEDINGS MAY BE NECESSARY IN ORDER TO COLLECT OR ENFORCE THE OBLIGATIONS OR TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.


15. Joint and Several Obligations. Each of the Borrowers shall be obligated for all of the Obligations, including all covenants and obligations hereunder, on a joint and several basis, notwithstanding which of them may have directly received the proceeds of any particular Loan or Advance under the Loan Agreement.

[Signature Page Follows]

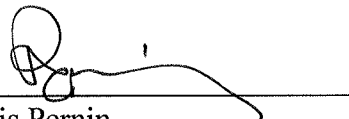
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BORROWERS:


KOFFEE KUP BAKERY, INC.

By: 
Name: Andrew Matthews
Title: CEO and Vice President

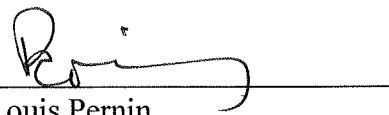
VBC, INC.

By: 
Name: Jean-Louis Pernin
Title: Treasurer and Secretary

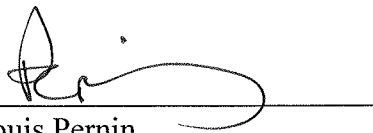
SUPERIOR BAKERY, INC.

By: 
Name: Jean-Louis Pernin
Title: Treasurer and Secretary

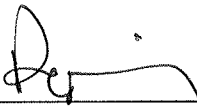
THE ADAMS BAKERY CORPORATION

By: 
Name: Jean-Louis Pernin
Title: Treasurer and Secretary

MATTHEW'S BREAD COMPANY, INC.


By: 
Name: Jean-Louis Pernin
Title: Treasurer and Secretary

**INNISFREE FARM LEASING COMPANY,
INC.**

By: 
Name: Jean-Louis Pernin
Title: Treasurer and Secretary

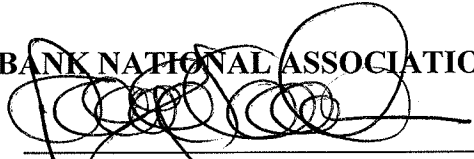
**GUARANTOR AND ADDITIONAL CREDIT
PARTY:**

KUP CO. INC.

By: 
Name: JEAN - LOUIS PERNIN
Title: Secretary - Treasurer

BANK:

KEYBANK NATIONAL ASSOCIATION

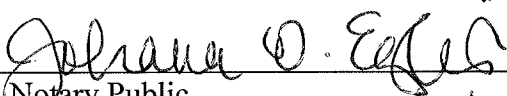
By: 
Name: Douglas Graham
Title: Senior Vice President

ACKNOWLEDGMENTS

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Andrew Matthews, a duly authorized agent of Koffee Kup Bakery, Inc., signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of Koffee Kup Bakery, Inc.

Before me,

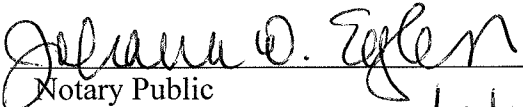


Notary Public
My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Jean-Louis Pernin, a duly authorized agent of VBC, Inc., signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of VBC, Inc.

Before me,




Notary Public
My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Jean-Louis Pernin, a duly authorized agent of Superior Bakery, Inc., signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of Superior Bakery, Inc.

Before me,

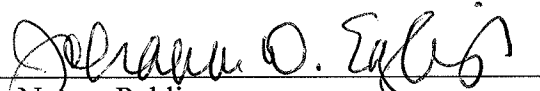


Notary Public
My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Jean-Louis Pernin, a duly authorized agent of The Adams Bakery Corporation, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of The Adams Bakery Corporation.

Before me,

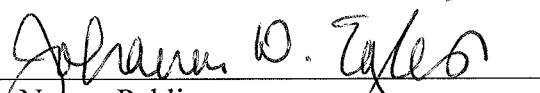


Notary Public
My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Jean-Louis Pernin, a duly authorized agent of Matthew's Bread Company, Inc., signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of Matthew's Bread Company, Inc.

Before me,




Notary Public
My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Jean-Louis Pernin, a duly authorized agent of Innisfree Farm Leasing Company, Inc., signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of Innisfree Farm Leasing Company, Inc.

Before me,




Notary Public
My Commission Expires: 2/10/15

STATE OF VERMONT
CHITTENDEN COUNTY

In Burlington, Vermont on this 1st day of October, 2014, personally appeared Douglas Graham, a duly authorized agent of KeyBank National Association, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of KeyBank National Association.

Before me,



Notary Public
My Commission Expires: 2/10/15

Schedule A
Patents and Patent Applications

**Schedule B
Trademarks and Trademark Applications**

Trademarks

	Word Mark	Registration No.	Company
1.	Miscellaneous design	1,656,387	Vermont Bread Company, Inc.
2.	EATING WELL NEVER TASTED SO GOOD	2,806,178	Vermont Bread Company, Inc.
4.	VERMONT BREAD COMPANY	1,636,564	Vermont Bread Company, Inc.
5.	KASANOF'S SINCE 1898	2,836,749	Superior Bakery, Inc.
6.	KASANOF'S	2,290,177	Superior Bakery, Inc.
7.	KASANOF'S	2,345,671	Superior Bakery, Inc.
8.	MATTHEW'S ALL NATURAL EST. 1979	1,208,766	Matthew's Bread Company, Inc.
9.	MATTHEW'S ALL NATURAL	2,165,741	Matthew's Bread Company, Inc.
10.	MATTHEW'S ALL NATURAL	2,272,349	Matthew's Bread Company, Inc.
11.	The Baker	1,534,526	Adams Bakery Corporation
12.	KOFFEE KUP BAKERY	1,867,134	Koffee Kup, Inc.
13.	MR. CRULLER	4,266,554	Koffee Kup, Inc.

**Schedule C
Copyrights and Copyright Applications**