

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minnesota Best Maid Cookie Co., Inc.		10/24/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75416421	RICH & SINFUL	
Serial Number:	75425961	THE BEST SOFT AND CHEWY COOKIES IN THE C	
Serial Number:	75425962	COOKIES HERE, COOKIES THERE, COOKIE LOVE	
Serial Number:	78581841	BEST MAID COOKIE COMPANY	
Serial Number:	78582648	GOOD, BETTER, BEST MAID	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	352614-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/27/2014		
Total Attachments: 5			

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TRADEMARK COLLATERAL AGREEMENT

This 24th day of October, 2014, Minnesota Best Maid Cookie Co., Inc., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1147 Benson Street, River Falls, Wisconsin 54022 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, ("*BMO*"), Bank of Montreal, a Canadian chartered bank acting through its Chicago branch with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing 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 Amended and Restated Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

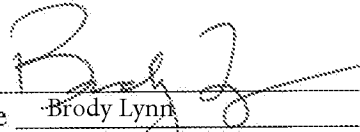
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

MINNESOTA BEST MAID COOKIE CO., INC.

By 
Name Brody Lynn
Title Vice President and Assistant Secretary

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

BANK OF MONTREAL, as Agent

By _____
Name: Betzaida Erdelyi
Title: Managing Director

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

MINNESOTA BEST MAID COOKIE CO., INC.

By _____
Name _____
Title _____

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

BANK OF MONTREAL, as Agent

By *Betzaida Eideleyi*
Name: Betzaida Eideleyi
Title: Managing Director

SCHEDULE 2.13(C)

INTELLECTUAL PROPERTY

	<u>CATEGORY OF INTELLECTUAL PROPERTY</u>	<u>IDENTIFICATION NO.</u>	<u>DESCRIPTION/NOTES</u>
1.	Trademark	75/416,421	RICH & SINFUL
2.	Trademark	75/425,961	THE BEST SOFT AND CHEWY COOKIE IN THE COUNTRY
3.	Trademark	75/425,962	COOKIES HERE, COOKIES THERE, COOKIE LOVERS EVERYWHERE!
4.	Trademark	78/581,841	BEST MAID COOKIE COMPANY
5.	Trademark	78/582,648	GOOD, BETTER, BEST MAID

Exceptions: None.