

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM370678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPECIALTY BAKERS LLC		01/22/2016	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>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1721800	SIMPLY ELEGANT DESSERTS	
<b>Registration Number:</b>	1890640	SIMPLY ELEGANT DESSERTS	
<b>Registration Number:</b>	1319684	FRENCH TWIRL	
<b>Registration Number:</b>	4849701	FRENCH TWIRL	
<b>Registration Number:</b>	4849702	FRENCH TWIRL	
<b>Registration Number:</b>	1662644	S SPECIALTY BAKERS	
<b>Registration Number:</b>	1057839	COUNTRY BAKER	
<b>Registration Number:</b>	1718451	FRENCH KONES	
<b>Serial Number:</b>	86523115	SPECIALTY BAKERS SINCE 1901	
<b>Serial Number:</b>	86523032	SPECIALTY BAKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	elizabeth.burkhard@hklaw.com		
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP		
<b>Address Line 1:</b>	10 ST. JAMES AVE.		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116		

OP \$265.00 1721800

<b>ATTORNEY DOCKET NUMBER:</b>	113658.00039
<b>NAME OF SUBMITTER:</b>	LAURA O'BRIEN
<b>SIGNATURE:</b>	/LAURA O'BRIEN/
<b>DATE SIGNED:</b>	01/27/2016
<b>Total Attachments: 7</b> source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page1.tif source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page2.tif source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page3.tif source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page4.tif source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page5.tif source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page6.tif source=[113658.00039] 01.22.16 Trademark Security Agreement - PNC#page7.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2016, 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 August 7, 2014 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 amended pursuant to that certain First Amendment to Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of the date hereof, and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, 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

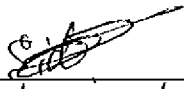
By: 

Name: PAUL DURLACHER

Title: PRESIDENT / CEO

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION, as  
ABL Collateral Agent

By: Biana   
Name: Biana Musiyento  
Title: banking officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania )  
 )  
COUNTY OF Perry ) SS.

On this 20<sup>th</sup> day of January 2016, before me personally appeared Paul Durlacher, 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

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Terri L. Rowe, Notary Public  
Marysville Boro, Perry County  
My Commission Expires June 1, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

TRADEMARKS (with Application/Registration numbers, as applicable)

<b>Trademark</b>	<b>Registration/ Application Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Status</b>
SIMPLY ELEGANT DESSERTS	1,721,800	11/13/1990	10/06/1992	Renewal due 2022
SIMPLY ELEGANT DESSERTS	1,890,640	11/13/1990	04/18/1995	Renewal due 2025
FRENCH TWIRL (Stylized)	1,319,684	12/22/1983	02/12/1985	Allowing to lapse
FRENCH TWIRL	4,849,701	02/03/2015	11/10/2015	Maintenance filing due 2021
FRENCH TWIRL (Stylized)	4,849,702	02/03/2015	11/10/2015	Maintenance filing due 2021
S SPECIALTY BAKERS & Design	1,662,644	09/14/1990	10/29/1991	Renewal due 2021
COUNTRY BAKER	1,057,839	08/13/1975	02/01/1977	Renewal due 2017
FRENCH KONES	1,718,451	11/13/1990	09/22/1992	Allowing to lapse
SPECIALTY BAKERS SINCE 1901 & Design	86523115	02/03/2015	N/A	Pending application
SPECIALTY BAKERS	86523032	02/03/2015	N/A	Pending application

**TRADEMARK LICENSES**

None.

Schedule I

38358355

**RECORDED: 01/27/2016**

**TRADEMARK**  
**REEL: 005717 FRAME: 0219**