

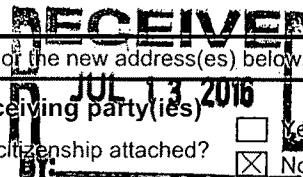
07/13/2016



RI

103675550

7-13-16



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies):

VBC, Inc.

- Individual(s)
- Partnership
- Corporation- State: Vermont
- Other \_\_\_\_\_

Citizenship (see guidelines) Vermont

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 9, 2016

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: KeyBank National Association

Street Address: 149 Bank Street

City: Burlington

State: Vermont

Country: USA Zip: 05401

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship US - national bank
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,017,441

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

VERMONT BREAD COMPANY

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Russ McCracken

Internal Address: Burak Anderson & Melloni, plc

Street Address: 30 Main Street

Suite 210

City: Burlington

State: Vermont Zip: 05402

Phone Number: 802-826-0500

Docket Number: \_\_\_\_\_

Email Address: rmccracken@vtlaw1.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/15/2016 DTIMBERL 00000004 3017441  
01 FC:8521 40.00 00  
 Deposit Account Number: \_\_\_\_\_  
 Authorized User Name: \_\_\_\_\_

9. Signature: [Signature]

Signature

July 1, 2016

Date

Russ McCracken

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

**Schedule B**  
**Trademarks and Trademark Applications**

	Trademark	Registration Number	Company
1.	VERMONT BREAD COMPANY	3,017,441	VBC, Inc.

**ADDENDUM to**  
**PATENT, TRADEMARK**  
**AND COPYRIGHT SECURITY AGREEMENT**

This ADDENDUM TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Addendum"), dated as of May 9, 2016, is made by and among **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 (and successor in interest to THE ADAMS BAKERY CORPORATION ("Adams"), MATTHEW'S BREAD COMPANY, INC. ("Matthew's"), and, INNISFREE FARM LEASING COMPANY, INC. ("Innisfree")), **SUPERIOR BAKERY, INC.** ("Superior"), a Delaware corporation with its chief executive office and principal place of business at 436 Riverside Avenue, Burlington, Vermont, (Koffee Kup, VBC, and Superior 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, Adams, Matthew's, Innisfree (together, the "Original Grantors") and the Bank entered into that certain PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of the 1<sup>st</sup> day of October, 2014, pursuant to which the Original Grantors granted to the Bank a security interest in the intellectual property of the Original Grantors.

WHEREAS, pursuant to the terms of the Agreement, the Borrowers agreed to amend the schedule of trademarks owned by the Borrower to include any additional trademarks registered in the name of a Borrower not listed on such schedule.

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:

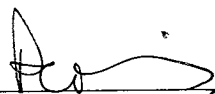
1. Amendment. Schedule B to the Agreement is hereby amended by adding the trademarks listed in Schedule B hereto.

2. Security Interest in Trademarks. In furtherance and without limitation of the rights of the Bank under the Agreement, to secure the complete and timely satisfaction of all of Borrowers' "Obligations" (as that term is defined in the Loan Agreement (as defined in the 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 the trademarks listed on Schedule B hereto.


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

**BORROWERS:**

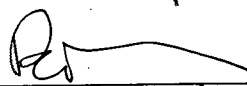
**KOFFEE KUP BAKERY, INC.**

By:   
Name: Jean Louis Perma  
Title: Treasurer

**VBC, INC.**

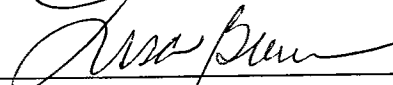
By:   
Name: Jean Louis Perma  
Title: Treasurer

**SUPERIOR BAKERY, INC.**

By:   
Name: Jean Louis Perma  
Title: Treasurer

**BANK:**

**KEYBANK NATIONAL ASSOCIATION**

By:   
Name: LISA BURNS  
Title: VICE PRESIDENT