

07-17-1998

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rev. 6-93

MB No. 00010011 (exp. 4/94)

Tab settings

To the Honorable Commissioner of Pat



100872374

had original documents or copy thereof.

Address of receiving party(ies)

1. Name of conveying party(ies):

Mother's Kitchen Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: July 2, 1998

Name: UBS AG acting through its

Internal Address: NY Branch 299 Park Avenue

Street Address:

City: New York State: NY ZIP: 10171

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Switzerland
- Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,553,948; 2,036,793

Additional numbers attached? Yes No

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

Name: Larry Charleson

Internal Address: UBS AG

Street Address: 299 Park Avenue

City: New York State: NY ZIP: 10171

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/27/1998 SSMITH 00000010 1553948

DO NOT USE THIS SPACE

01 EC:411 40.00 DP
02 EC:412 25.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jessica Tyeryar, Paralegal Jessica Tyeryar
Name of Person Signing Signature

7/17/98

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK REEL: 1809 FRAME: 0778

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 2, 1998, is by Mother's Kitchen Inc., a Delaware corporation (the "Borrower") in favor of UBS AG, acting through its New York Branch, as agent (the "Agent") for its benefit and the benefit of the Lenders (as defined in the First Amendment to the Loan and Security Agreement referred to below)

WITNESETH

WHEREAS the Borrower, the Agent and the Lenders have entered into that certain First Amendment, dated as of the date hereof (the "First Amendment"), to the Loan and Security Agreement, dated as of May 30, 1997 (the "Loan and Security Agreement");

WHEREAS, as a condition to the Lenders making the credit facilities available to the Borrower under the First Amendment, the Lenders have required the execution and delivery of this Trademark Security Agreement by the Borrower;

NOW, THEREFORE, in consideration of the premises set forth in the First Amendment and the Loan Agreement and in order to induce the Lenders to make available the credit facilities thereunder, the Borrower hereby agrees with the Agent for the benefit of the Agent and the benefit of the Lenders as follows:

SECTION I. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby assigns to the Agent for its benefit and the benefit of the Lenders, and grants to the Agent for its benefit and the benefit of the Lenders, a continuing security interest in the Borrower's right, title and interest in and to the following, whether now or hereafter existing or acquired (collectively, the "Trademark Collateral"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations and applications for registration which have heretofore been or may hereafter be issued or filed thereon throughout the world (including without limitation those listed on Schedule I hereto), all renewals of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all rights corresponding thereto throughout the world in and to all of the foregoing.

SECTION 2. First Amendment. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Agent on its behalf and on behalf of each Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the

security interest granted to the Agent under the First Amendment. The First Amendment (and all right and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon the later payment in full and termination of the Obligations and Termination Date, the Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Amendment and the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Mother's Kitchen, Inc.

By Scott Rahn

Name: Scott Rahn

Title: President and Chief Executive Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

1. U.S. Trademark No. 1553948 registered August 19, 1989 for the right to use the name "Nicolosi's Mother's Kitchen" in connection with cheesecakes, cakes and pies.
2. U.S. Patent No. 4947993 for packaging technique for wrapping single slices of cakes, including spoon.
3. U.S. Trademark No. 2036793 registered February 11, 1997 for the right to use the name "Baby Watson" in connection with bakery goods, namely, cheesecake and carrot cake.
4. CHEE-Z-ECAKE and design; Registration No.: 0824241 (Supplemental Register); Filed: 1/7/1966; Registered: 2/14/1967; Renewed: 6/29/1987; Assignment to Specialty Desserts, LLC recorded 7/7/97.
5. CREATIVE BAKING; Registration No.: 0894266; Filed: 2/3/1969; Registered: 7/7/1970; Renewed: 7/7/90; Assignment to Specialty Desserts, LLC recorded 7/7/97.
6. baby logo design; Registration No.: 1119422; Filed: 10/11/1977; Registered: 5/29/1979; Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners recorded 4/22/1996.
7. baby logo design; Registration No.: 1119758; Filed: 1/27/1978; Registered: 6/5/1979; Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners recorded 4/22/1996.
8. CREATIVE BAKING; Registration No.: 1669631; Filed: 12/3/1990; Registered: 12/24/1991; Assignment to Specialty Desserts, LLC recorded 7/7/97.
9. BABY WATSON; Registration No.: 2036793; Filed: 12/4/1995; Registered: 2/11/1997 Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners recorded 5/14/1996.

10. BABY CAKES; Serial No.: 75-043784; Filed: 1/16/1996 (Pending); Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners recorded 5/14/1996.
11. Japanese Trademark Application No. 69627196 for the right to use the name "Baby Watson" in connection with the goods.
12. CHEE-Z-ECAKE (Japan); Registration No.: 1593592.
13. baby logo design (Japan); Serial No.: 69627196; Filed: 6/24/1996 (Pending).
14. BABY CAKES (Japan); Serial No.: 69625/96; Filed: 6/24/1996.
15. Korean Trademark Application No. 96-42210 for the right to use the name "Baby Cakes" in connection with cheesecake, carrot cake and chocolate cake.
16. Korean Trademark Application No. 96-42211 for the right to use the name "Baby Watson" in connection with cheesecake, carrot cake, chocolate cake, brownies, brownie cheesecake, and cheesecake pies.
17. Korean Trademark Application NO. 96-42212 for the right to use the logo "Baby" in connection with cheesecake, carrot cake, chocolate cake, brownies, brownie cheesecake, and cheesecake pies.
18. Canadian Trademark Application No. 75/027206 (Serial No. 815656) for the right to use the name "Baby Watson" in connection with bakery goods, namely cheesecake, carrot cake, chocolate cake, brownies, brownie cheesecake, carrot cheesecake and cheesecake pies.
19. baby logo design (Canada); Serial No. 815655 (Pending).
20. BABY CAKES (Canada); Serial No.: 815657; Filed: 6/18/1996 (Pending).



07-17-1998

LEARY, GOTTLIEB, STEEN & HAMILTON

ONE LIBERTY PLAZA
NEW YORK, N.Y. 10006
41, AVENUE DE FRIEDLAND
75008 PARIS
RUE DE LA LOI 23
1040 BRUSSELS
CITY PLACE HOUSE
55 BASINGHALL STREET
LONDON EC2V 5EH

2000 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006-1801
(202) 974-1500
FACSIMILE
(202) 974-1999

ULMENSTRASSE 37-39
60325 FRANKFURT AM MAIN
56TH FLOOR, BANK OF CHINA TOWER
ONE GARDEN ROAD
HONG KONG
SHIN KASUMIGASEKI BUILDING
3-2, KASUMIGASEKI 3-CHOME
CHIYODA-KU
TOKYO 100

July 17, 1998

Writer's Direct Dial: (202)974-1881

TRADEMARK FEE PROCESS.
RECEIVED
1998 JUL 17 P 12:01
US PATENT &
TRADEMARK OFFICE

BY HAND

Commissioner of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Re: Trademark Registration Nos. 1553948 and 2036793

Dear Commissioner:

Enclosed please find the following in connection with the above-referenced registrations:

1. A recordation form cover sheet;
2. A Trademark Security Agreement between Mother's Kitchen Inc. and UBS AG; and
3. A check in the amount of \$65.00, made payable to the Commissioner of Patents and Trademarks, for the required filing fee.

Please do not hesitate to call me at the above number if you need additional information.

Sincerely,

Jessica L. Tyeryar
Legal Assistant

Enclosures

CLEARY, GOTTLIEB, STEEN & HAMILTON

ONE LIBERTY PLAZA
NEW YORK, N.Y. 10006
41, AVENUE DE FRIEDLAND
75008 PARIS
RUE DE LA LOI 23
1040 BRUSSELS
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ULMENSTRASSE 37-39
60325 FRANKFURT AM MAIN
PIAZZA DI SPAGNA 15
00187 ROME
39TH FLOOR, BANK OF CHINA TOWER
ONE GARDEN ROAD
HONG KONG
SHIN KASUMIGASEKI BUILDING
3-2, KASUMIGASEKI 3-CHOME
CHIYODA-KU TOKYO 100-0013

November 10, 1998

Writer's Direct Dial: (202)974-1881

BY HAND

Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway
Suite 320
Arlington, VA 22202

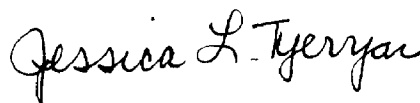
Re: Document ID No. 100777315

Ladies and Gentlemen:

Enclosed please find a corrected recordation cover sheet and Trademark Security Agreement in connection with the above-referenced matter.

Please do not hesitate to call me at the above number if you need additional information.

Sincerely,



Jessica L. Tyeryar
Legal Assistant

Enclosures

RECEIVED
NOV 10 1998
ASSIGNMENT DIVISION

TRADEMARK
REEL: 1809 FRAME: 0785



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 14, 1998

PTAS



100777315A

LARRY CHARLESON
299 PARK AVENUE
UBS AG
NEW YORK, NY 10171

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 100777315

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. PLEASE SPECIFY THE STATE OF INCORPORATION FOR BOTH PARTIES.

SHARMALLA SIMPSON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED
OCT 17 1998
ASSIGNMENT DIVISION