

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cereality Operators, Inc.		05/01/2007	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Mr John M Sloane
Street Address:	20 Stanley Place
City:	Hyannis
State/Country:	MASSACHUSETTS
Postal Code:	02601-4616
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	76590819	ALTERED CEREALITIES
Serial Number:	78605359	ALWAYS SATURDAY MORNING
Serial Number:	78605312	ALWAYS SATURDAY MORNING
Serial Number:	78605318	ALWAYS SATURDAY MORNING
Serial Number:	78605322	ALWAYS SATURDAY MORNING
Serial Number:	78605324	ALWAYS SATURDAY MORNING
Serial Number:	78587230	ALWAYS SATURDAY MORNING
Serial Number:	76590810	BANANA BROWN BETTY
Serial Number:	76590816	BANANA SOYBOY BOOSTER
Serial Number:	78741757	CEREALITY
Serial Number:	78741765	CEREALITY
Serial Number:	78741773	CEREALITY
Serial Number:	78741779	CEREALITY
Serial Number:	78741791	CEREALITY

OP \$965.00 76590819

Serial Number:	78741797	CEREALITY
Serial Number:	76167388	CEREALITY
Serial Number:	76590820	CEREALITY BARS
Serial Number:	76590821	CEREALITY BITES
Serial Number:	76572615	CEREALITY CEREAL BAR & CAFE
Serial Number:	76590804	CEREALITY ON THE GO
Serial Number:	76590822	CEREALITY PARFAITS
Serial Number:	76590831	CHIEF GRAIN SURGEON
Serial Number:	76590806	DEVIL MADE ME DO IT
Serial Number:	78515452	EAT CEREAL
Serial Number:	78480923	GO AHEAD. FLAKE OUT.
Serial Number:	76590809	HEALTH KICK
Serial Number:	76590826	INVENT-A-BLEND
Serial Number:	76590807	LIFE EXPERIENCE
Serial Number:	76590803	MY CEREAL. MY WAY.
Serial Number:	76590823	PARFAITS YOUR WAY
Serial Number:	78577347	SLOOP
Serial Number:	76590813	SLURREALITIES
Serial Number:	76590832	THE WHOLE GRAIN TRUTH
Serial Number:	76590833	UNITED FLAKES OF AMERICA
Serial Number:	76590805	WHAT'S IN YOUR BOWL?
Serial Number:	76590802	YOUR CEREAL. A WHOLE NEW WAY.
Serial Number:	76590801	YOUR CEREAL. OUR WAY.
Serial Number:	76590800	YOUR CEREAL. YOUR WAY.

CORRESPONDENCE DATA

Fax Number: (617)248-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-248-4877

Email: hbalmat@choate.com

Correspondent Name: Heather E. Balmat

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

2007223.0000

NAME OF SUBMITTER:

Heather E. Balmat

Signature:	/Heather E. Balmat/
Date:	05/11/2007
Total Attachments: 6 source=Cereality trademark security agrmt#page1.tif source=Cereality trademark security agrmt#page2.tif source=Cereality trademark security agrmt#page3.tif source=Cereality trademark security agrmt#page4.tif source=Cereality trademark security agrmt#page5.tif source=Cereality trademark security agrmt#page6.tif	

Patent and Trademark Security Agreement

Patent and Trademark Security Agreement, dated as of May 1, 2007, by Cereality Operators, Inc., a Colorado corporation (the "Borrower"), in favor of John M. Sloane, an individual whose address is 20 Stanley Place, Hyannis, Massachusetts (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower is party to (i) that certain Term Note dated August 30, 2006 (the "Term Note"), in favor of JPMorgan Chase Bank, N.A. (the "Bank"), (ii) that certain Line of Credit Note dated February 15, 2007 (the "Line of Credit Note"), in favor of the Bank, and (iii) that certain Continuing Security Agreement dated September 14, 2005, whereby the Borrower pledged certain of its assets to secure its liabilities to the Bank (the "Security Agreement");

WHEREAS, pursuant to that certain Assignment dated as of April 5, 2007, between the Bank and the Lender, the Bank transferred and assigned to the Lender all of its rights under, interest in and title to the Term Note, the Line of Credit Note and the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Borrower is required to execute and deliver this Patent and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Assignment, the Borrower hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Borrower hereby pledges and grants to the Lender a lien on and a security interest in and to all of its right, title and interest in, to and under all:

(a) the trademarks and trademark applications set forth on Schedule I(A) attached hereto (collectively, the "Trademarks"), and all goodwill associated therewith;

(b) the patents and patent applications set forth on Schedule I(B) attached hereto (collectively, the "Patents"), and all divisions, continuations, continuations-in-part, re-examinations, reissues, extensions, and foreign counterparts thereof; and

(c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent and Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all of the Liabilities have been indefeasibly paid and finally satisfied in full in cash and all commitments of the Lender shall have terminated, the Lender shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the security interest in the Patents and Trademarks under the Security Agreement and this Patent and Trademark Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

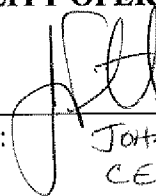
Very truly yours,

CEREALITY OPERATORS, INC.

By: _____

Name:

Title:



John FORETTI

CEO

[Signature Page for Patent and Trademark Security Agreement]

SCHEDULE I(A)

Trademark Registrations and Trademark Applications

Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
Altered Cerealities	030	76/590,819	5/3/2004	3,039,211	1/10/2006	Registered
Always Saturday Morning	008	78/605,359	4/8/2005			Pending
Always Saturday Morning	018	78/605,312	4/8/2005			Pending
Always Saturday Morning	021	78/605,359	4/8/2005			Pending
Always Saturday Morning	025	78/605,318	4/8/2005			Pending
Always Saturday Morning	028	78/605,322	4/8/2005			Pending
Always Saturday Morning	041	78/605,324	4/8/2005			Pending
Always Saturday Morning	043	78/587,230	3/15/2005			Pending
Banana Brown Betty	030	76/590,810	5/3/2004	3,043,537	6/17/2006	Registered
Banana Soy Boy Booster	029	76/590,816	5/3/2004	3,043,538	1/17/2006	Registered
Cereality	008	78/741,757	10/27/2005			Pending
Cereality	018	78/741,765	10/27/2005			Pending
Cereality	025	78/741,773	10/27/2005			Pending
Cereality	028	78/741,779	10/27/2005			Pending
Cereality	029	78/741,791	10/27/2005			Pending
Cereality	030	78/741,791	10/27/2005			Pending
Cereality	032	78/741,791	10/27/2005			Pending
Cereality	041	78/741,797	10/27/2005			Pending
Cereality	043	76/167388	11/17/2000	2,836,818	4/27/2004	Registered
Cereality Bars	030	76/590,820	5/3/2004	2,926,271	2/15/2005	Registered
Cereality Bites	030	76/590,821	5/3/2004	2,926,272	2/15/2005	Registered
Cereality Cereal Bar & Café and Design	043	76/572,615	1/23/2004	2,961,861	6/14/2005	Registered
Cereality on the Go	043	76/590,804	5/3/2004	3,039,206	1/10/2006	Registered
Cereality Parfaits (Stylized)	030	76/590,822	5/3/2004	2,926,273	2/15/2005	Registered
Chief Grain Surgeon	043	76/590,831	5/3/2004	2,951,203	5/17/2005	Registered
Devil Made Me Do It	030	76/590,806	5/3/2004	3,039,207	1/10/2006	Registered
Eat Cereal	043	78/515,452	11/11/2004	3,150,139	9/26/2006	Registered
Go Ahead. Flake Out.	043	78/480,923	9/9/2004	3,020,401	11/29/2005	Registered
Health Kick	030	76/590,809	5/3/2004	3,039,209	1/10/2006	Registered

<u>Mark</u>	<u>Class</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Invent-A-Blend	030	76/590,826	5/3/2004	3,039,213	1/10/2006	Registered
Life Experience	030	76/590,807	5/3/2004	3,039,208	1/10/2006	Registered
My Cereal. My Way.	030	76/590,803	5/3/2004	3,039,205	1/10/2006	Registered
Parfaits Your Way	030	76/590,823	5/3/2004	3,039,212	1/10/2006	Registered
Sloop	008	78/577,347	3/1/2005			Pending
Slurrealities	029	76/590,813	5/3/2004	3,039,210	1/10/2006	Registered
The Whole Grain Truth	043	76/590,832	5/3/2004	3,039,214	1/10/2006	Registered
United Flakes of America	043	76/590,833	5/3/2004	3,039,215	1/10/2006	Registered
What's In Your Bowl?	043	76/590,805	5/3/2004	2,951,202	5/17/2005	Registered
Your Cereal. A Whole New Way	030	76/590,802	5/3/2004			Pending
Your Cereal. Our Way.	030	76/590,801	5/3/2004	3,039,204	1/10/2006	Registered
Your Cereal. Your Way.	030	76/590,800	5/3/2004	3,039,203	1/10/2006	Registered

SCHEDULE I(B)

Patent Registrations and Patent Applications

<u>Title</u>	<u>App. #</u>	<u>Status</u>
Systems and apparatuses for providing enhanced management of facilities offering food, beverages, and associated goods and services in a retail environment	11/119,336	Pending
Methods and systems for providing food, beverages, and associated goods and services in a retail environment	11/518,374	Pending
Data collection, processing and analysis systems, such as for use in a food service environment	11/119,337	Pending
Methods and systems for providing food, beverages, and associated goods and services in a retail environment	11/078,686	Abandoned