

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Continental Bakeries Holdings B.V., Continental Bakeries B.V.,
Continental Bakeries (Haust) B.V., Continental Bakeries
(Dordrecht) B.V., Continental Bakeries (Goirfe) B.V.,

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Private Limited Liability Company

Citizenship (see guidelines) Netherlands

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ING Bank N.V.

Internal Address: _____

Street Address: Amstelveenseweg 500

City: 1081 KL Amsterdam

State: _____

Country: Netherlands Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Ltd. Liability Co. Citizenship Netherlands

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)

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

Execution Date(s) July 26, 2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2498105

Additional sheet(s) attached? Yes No

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

HAUST

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

Name: Maureen C. Kassner

Internal Address: One Commerce Square, Suite 2200

Street Address: 2005 Market Street

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-965-1257

Fax Number: 215-965-1331

Email Address: csmith@panitchlaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501017-4662

Authorized User Name Maureen C. Kassner

9. Signature: Maureen C. Kassner
Signature

4/17/08
Date

Maureen C. Kassner
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 501017 2498105

Name of Conveying Parties (continued):

Continental Bakeries (Rucphen) B.V.

Continental Bakeries (Kiel) B.V.

Continental Bakeries Deventer) B.V.

Domestic Representative:

Maureen C. Kassner
Panitch Schwarze Belisario & Nadel LLP
2005 Market Street
One Commerce Square, Suite 2200
Philadelphia, PA 19103

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/27/2008
900102715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Bakeries Holdings B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries (Haust) B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries (Dordrecht) B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries (Goirle) B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries (Rucphen) B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries (Kiel) B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS
Continental Bakeries (Deventer) B.V.		07/26/2006	Private Limited Liability Company: NETHERLANDS

RECEIVING PARTY DATA

Name:	ING Bank N.V.
Street Address:	Amstelveenseweg 500
City:	1081 KL Amsterdam
State/Country:	NETHERLANDS
Entity Type:	LIMITED LIABILITY COMPANY: NETHERLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2498105	HAUST

CORRESPONDENCE DATA

Fax Number: (215)965-1331

TRADEMARK
REEL: 003767 FRAME: 0808

CH \$40.00 2498105

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

Phone: 215-965-1257
Email: csmith@panitchlaw.com
Correspondent Name: Maureen C. Kassner
Address Line 1: 2500 Market Street
Address Line 2: One Commerce Square, Suite 2200
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	209896.5006
-------------------------	-------------

DOMESTIC REPRESENTATIVE

Name: Maureen C. Kassner
Address Line 1: 2005 Market Street
Address Line 2: One Commerce Street, Suite 2200
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Maureen C. Kassner
--------------------	--------------------

Signature:	/Maureen C. Kassner/
------------	----------------------

Date:	03/27/2008
-------	------------

Total Attachments: 9
source=HAUST Pledge#page1.tif
source=HAUST Pledge#page2.tif
source=HAUST Pledge#page3.tif
source=HAUST Pledge#page4.tif
source=HAUST Pledge#page5.tif
source=HAUST Pledge#page6.tif
source=HAUST Pledge#page7.tif
source=HAUST Pledge#page8.tif
source=HAUST Pledge#page9.tif

u52

Allen & Overy LLP

SECURITY AGREEMENT

**PLEDGE OF RIGHTS, BANK ACCOUNTS, MOVEABLE ASSETS,
INSURANCES AND INTELLECTUAL PROPERTY RIGHTS**

between

CONTINENTAL BAKERIES HOLDING B.V.

CONTINENTAL BAKERIES B.V.

CONTINENTAL BAKERIES (HAUST) B.V.

CONTINENTAL BAKERIES (DORDRECHT) B.V.

CONTINENTAL BAKERIES (GOIRLE) B.V.

CONTINENTAL BAKERIES (RUOPHEN) B.V.

CONTINENTAL BAKERIES (KIEL) B.V.

CONTINENTAL BAKERIES (DEVENTER) B.V.

and

ING BANK N.V.

26 July 2006

30182-55521 ANBA:479589.7

exploration version

(ii) owed jointly or severally (or in any other capacity whatsoever),

of each Obligor to the Security Agent;

- (i) in its capacity as a Finance Party and as a parallel creditor under the parallel debt undertaking under clause 15 (Security) of the Credit Agreement under or in connection with any Finance Document; and
- (ii) for whatever reason (*uit welke hoofde ook*), including, without limitation, any liability or obligation of each Security Provider to the Security Agent in its capacity as security agent in respect of any facility agreement replacing the Credit Agreement in whole or in part.

is a Secured Liability, except to the extent that the Security Agent confirms in writing that one or more liabilities or obligations are not a Secured Liability.

2.3 Exclusions from Secured Liabilities

The Secured Liabilities do not include any liability or obligation to the extent that it (if it were included) would result in this Deed contravening any law on financial assistance.

3. CREATION OF SECURITY

3.1 Security interest

(a) Each Security Provider agrees to pledge and pledges as a disclosed pledge to the Security Agent:

- (i) all its Existing Disclosed Rights, except for any of its Existing Disclosed Rights which are prohibited or restricted from being pledged by contract or pursuant to Section 3:83(1) of the Dutch Civil Code;
- (ii) all its present and future rights under or in connection with each of its Existing Bank Accounts; and
- (iii) all its present and future rights under or in connection with each of its Existing Insurances.

→ (b) Each Security Provider agrees to pledge and pledges to the Security Agent all its Intellectual Property Rights except for any Intellectual Property Right which is personal to it or not capable of being pledged.

(c) Each Security Provider agrees to pledge and pledges as an undisclosed pledge:

- (i) each of its Existing Undisclosed Rights;
- (ii) each of its Moveable Assets; and
- (iii) to the extent permitted by applicable law, all its present and future rights under or in connection with any Security Asset pledged as a disclosed pledge under subparagraphs (a)(i) to (iii) above but not yet notified to the relevant counterparty.

3.2 Future assets

(a) Each Security Provider must notify the Security Agent immediately of:

30185-00521 ANBA428182.7

8

execution version

- (ii) deliver to the Security Agent a copy of the Dutch tax authorities' confirmation of receipt of this Deed or the applicable Supplemental Deed no later than five Business Days after the date of this Deed or the applicable Supplemental Deed and, without delay, upon receipt thereof from the Dutch tax authorities deliver to the Security Agent a registered copy of this Deed or the applicable Supplemental Deed.

→ 4.5 Perfection - special steps for Intellectual Property Rights

- (a) In particular, but without limiting the other terms of this Clause, for each of its Intellectual Property Right subject to a pledge under this Deed, each Security Provider must:
- (i) submit this Deed for registration in each relevant intellectual property register and in respect of domain names, notify the Security to the Stichting Internet Domeinregistratie Nederland and any other custodian or register to which the Security must be notified to perfect the Security no later than seven days after the date of this Deed; and
- (ii) deliver evidence of that registration to the Security Agent promptly upon receipt of that evidence.
- (b) If on the date of this Deed an intellectual property registry prohibits the registration of this pledge, the relevant Security Provider need not attempt to make the registration required under this Clause at that registry.
- (c) If that prohibition is removed, each relevant Security Provider must:
- (i) promptly submit this Deed for registration in that intellectual property register; and
- (ii) deliver evidence of that registration to the Security Agent promptly upon receipt of that evidence.
- (d) To the extent required to pledge a domain name coming into existence after the date of this Deed each Security Provider must enter into a Supplemental Deed and notify the Security to the Stichting Internet Domeinregistratie Nederland and any other custodian or register to which the Security must be notified to perfect the Security no later than seven days after the date of that Supplemental Deed.

4.6 Power of attorney

- (a) Each Security Provider appoints, with the right of substitution, the Security Agent to be its attorney by an irrevocable power of attorney, to perform all acts and execute all documents in order to perfect or implement this Deed and any Supplemental Deed on its behalf and to take any action which that Security Provider must take under this Deed or any Supplemental Deed and which is necessary for the Security Agent to create, maintain and exercise its rights under this Deed or any Supplemental Deed. Each Security Provider ratifies and confirms whatever any attorney purports to do under its appointment under this Subclause.
- (b) Notwithstanding any conflict of interest as contemplated by Section 3:68 of the Dutch Civil Code, the Security Agent is authorized to act under the appointment made in paragraph (a) above.

10.4 Notification

Each Security Provider must:

- (a) promptly notify the Security Agent of any event or occurrence giving rise to any aggregate loss and/or liability in excess of € 50,000 in respect of which it is entitled to make one or more claim under any of its insurances;
- (b) keep the Security Agent advised of the progress of the claim(s); and
- (c) not compromise or settle any claim for less than the amount claimed without the prior consent of the Security Agent where the aggregate loss or liability in respect of the event or occurrence concerned is more than twice the amount referred to in paragraph (a) above.

10.5 Power to remedy

If a Security Provider fails to maintain any contract of insurance which it is required to maintain under this Deed, it will allow the Security Agent to purchase the requisite insurance on its behalf, if the Security Agent so elects. Each Security Provider must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or any of its agents incurred in the purchase of that insurance.

10.6 Loss payments arrangement

- (a) The Security Agent authorises each Security Provider to apply moneys received or receivable under any of its insurances:
 - (i) in replacing, restoring or reinstating the asset destroyed or damaged or in any other manner which the Security Agent may agree; or
 - (ii) in any other case, as if it had been received in the ordinary course of its business, to the extent permitted under the Credit Agreement.
- (b) On delivery of a Default Notice to this effect which may only be given upon the occurrence of an Event of Default that is outstanding to any Security Provider:
 - (i) these authorisations will immediately terminate; and
 - (ii) the Security Agent may exercise any of its rights in respect of any insurance or any proceeds of any insurance including delivering a Termination Notice to an insurer.

→ 11. INTELLECTUAL PROPERTY RIGHTS**11.1 Representations - Intellectual Property Rights**

Each Security Provider represents to the Security Agent that:

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted;
- (b) it does not, in carrying on its business, infringe any intellectual property rights of any third party; and

- (c) to the best of its knowledge (after due and careful enquiry), no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

11.3 Preservation

- (a) Each Security Provider must ensure that each of its Intellectual Property Rights required for its business is duly registered.
- (b) Each Security Provider must ensure that, except with the prior written consent of the Security Agent, none of its Intellectual Property Rights is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

12. WHEN SECURITY BECOMES ENFORCEABLE

This Security will become immediately enforceable:

- (a) upon the occurrence of an Event of Default that is outstanding; and
- (b) there is a default (*verzuim*) in the performance of any of the Secured Liabilities.

13. ENFORCEMENT OF SECURITY

13.1 General

- (a) After this Security has become enforceable, the Security Agent may immediately, in its absolute discretion, exercise any right under:

- (I) applicable law; or
- (II) this Deed.

to enforce all or any part of the Security in respect of any Security Asset in any manner it sees fit.

- (b) In particular, without any further consent or authority on the part of any Security Provider and irrespective of any direction given by it, the Security Agent may to the extent permitted by applicable law:

- (i) sell any Security Asset, in whole or in part;
- (ii) give notice to any person in connection with enforcing this Security;
- (iii) seize, collect or claim all amounts payable in respect of any Security Asset; or
- (iv) enforce any Security Asset by way of proceedings or otherwise.

13.2 Enforcement counterparty notice procedure

If the Security Agent notifies a counterparty of a Right that it is entitled to collect payment or obtain performance of a Right against it, the Security Agent may enter into a court settlement or out-of-court settlement (*gerechtelijke of buitengerechtelijke akkoorden*) with that counterparty.

6. **INTELLECTUAL PROPERTY RIGHTS**

As per the attached list.

3015E-00821 AMBA:429583.7

29

execution version

USA

1	BLANK	74370743	23081191	113973	2611151	10000012	20
2	REARST	76100075	14002100	2001105	10100001	10100011	10

MARKET

SIGNATORIES

Security Provider *17.00 w/*

CONTINENTAL BAKERIES HOLDING B.V.

By:

CONTINENTAL BAKERIES (DEVENTER) B.V.

By:

CONTINENTAL BAKERIES B.V.

By:

CONTINENTAL BAKERIES (CLAUSE) B.V.

By:

CONTINENTAL BAKERIES (DORDRECHT) B.V.

By:

CONTINENTAL BAKERIES (SOIRLE) B.V.

By:

CONTINENTAL BAKERIES (RUCPEN) B.V.

By:

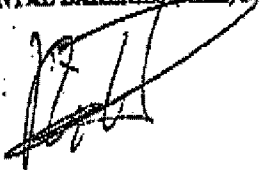
30155-00521 AMBA:428561.7

48

execution version

CONTINENTAL BAKERIES (GHE), B.V.

By:



Security Agent

ING BANK N.V.

By:



30155-0021 AMBA:428583.7

85

execution version

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 28, 2008

900102715

PTAS

MAUREEN C. KASSNER
2500 MARKET STREET
ONE COMMERCE SQUARE, SUITE 2200
PHILADELPHIA, PA 19103UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900102715

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,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. DOCUMENT IS TOO SMALL AND ILLEGIBLE.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Panitch Schwarze Belisario & Nadel LLP

— Intellectual Property Law

FAX TRANSMISSION

April 25, 2008

To	Company	Fax	Phone
Kimberly White	USPTO Assignment Services Branch	571-273-0140	571-272-3350

From: Christine Smith
Total Pages: 16
Direct Dial: 215-965-1387
Re: Resubmittal of Assignment for Reg. No. 2498105 HAUST

Please see attached documents.

209896.5006	Sender's email: csmith@panitchlaw.com	Sender's fax: 215.965.1331
Floor: 2	Secretary:	Ext: 1387
<input type="checkbox"/> Return fax via Interoffice Mail	<input type="checkbox"/> Hold fax for pickup	Fax Operation Verification : _____

The information contained in this facsimile message is attorney-client privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us by mail at the address below.

One Commerce Square | 2005 Market Street | Suite 2200 | Philadelphia, PA 19103-7013 | 215.9651330 | www.panitchlaw.com

RECORDED: 04/25/2008

TRADEMARK
 REEL: 003767 FRAME: 0820