



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2008, between **THE BAMA COMPANIES, INC.**, an Oklahoma corporation (the "Borrower") and **JPMORGAN CHASE BANK, N.A.**, as Agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lenders (as defined below).

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of June 30, 2008 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Borrower, the various Lenders (individually a "Lender" and collectively, the "Lenders") as are, or may from time to time become parties thereto, and Agent, the Lenders have agreed to extend and renew certain existing credit facilities for Borrower and to extend additional credit to Borrower, all as described therein;

WHEREAS, it is a condition precedent to the financial accommodations made to Borrower described in the Credit Agreement that Borrower execute in favor of Agent, for the benefit of the Lenders, this Agreement;

WHEREAS, Borrower wishes to grant security interests in favor of Agent as herein provided.

NOW, THEREFORE, for and in consideration of the loans and extensions of credit to Borrower described in the Credit Agreement and the mutual covenants and promises therein contained, Agent and Borrower agree as follows:

### **Section 1. Definitions; Interpretation.**

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Oklahoma.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **Section 2. Security Interest.**

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Borrower hereby grants to Agent a security interest in, and a mortgage upon, all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

**Section 3. Supplement to Credit Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to Agent under the Credit Agreement or other Loan Papers referred to therein, including without limitation that certain Amended and Restated (and Consolidated) Security Agreement and Assignment of even date herewith between Borrower and Agent (the "Security Agreement"). The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement, the Security Agreement or any other Loan Papers referred to therein, all terms and provisions of which are incorporated herein by reference.

**Section 4. Representations and Warranties.**

Borrower represents and warrants to Agent that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Borrower, in whole or in part, is set forth in Schedule A.

**Section 5. Further Acts.**

On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Agent may record this Agreement, an abstract thereof, or any other document describing Agent's interest in the Collateral with the PTO, at the expense of Borrower. In addition, Borrower authorizes Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Agent. If the Borrower shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Borrower shall immediately notify Agent in a writing signed by the Borrower of the brief details thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Agent.

**Section 6. Authorization to Supplement.**

If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 6, Borrower authorizes Agent to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

**Section 7. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Agent and their respective successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

**Section 8. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the law of the State of Oklahoma, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Oklahoma.

**Section 9. Amendment.**

Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement or the Security Agreement, the provision giving Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Agent under the Credit Agreement and the Security Agreement.

**Section 10. Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**Section 11. Termination.**

Upon payment and performance in full of all Obligations, and the expiration or termination of all commitments under the Credit Agreement, the security interests created by this Agreement shall terminate and Agent (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Agent hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

**Section 12. No Inconsistent Requirements.**

Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**Section 13. Severability.**

Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Section 14. Notices.**

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

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

**THE BAMA COMPANIES, INC.,**  
an Oklahoma corporation

By   
Paula Marshall, President

"Borrower"

**JPMORGAN CHASE BANK, N.A.,**  
a national banking association

By: Melinda A. McKinney  
Melinda A. McKinney  
Vice President

"Agent"



**SCHEDULE A**  
to the Trademark Security Agreement  
Borrower: The Bama Companies, Inc.

A. Trademarks

Registered Trademarks and Applications

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>
U.S.	FLAME DESIGN	2,115,490
U.S.	REMEMBER THE RECIPE	2,506,558
U.S.	THE BAMA PIE KITCHEN	2,533,991
U.S.	BAMA PIE HERITAGE COLLECTION	2,533,972

B. Trademark Licenses – None

C. Domain Name - bamapie.com