

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
Coletrain, Inc.		12/22/2010	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	50 Braintree Hill Office Park		
Internal Address:	Suite 108		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3836483	THE UPPER CRUST	
CORRESPONDENCE DATA			
Fax Number:	(781)848-9790		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781-848-9610		
Email:	chrisa@bbb-lawfirm.com		
Correspondent Name:	Christopher R. Agostino		
Address Line 1:	50 Braintree Hill Office Park		
Address Line 2:	Suite 108		
Address Line 4:	Braintree, MASSACHUSETTS 02184		
NAME OF SUBMITTER:	Christopher R. Agostino, Esq.		
Signature:	/CRA/		
Date:	12/23/2010		

OP \$40.00 3836483

Total Attachments: 3

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INTELLECTUAL PROPERTY PLEDGE AND SECURITY AGREEMENT

WHEREAS, **TD BANK, N.A.**, a National Banking Association with an office at 50 Braintree Hill Park, Suite 204, Braintree, Massachusetts 02184 (hereinafter called the "Pledgee"), has agreed to make a loan to **THE UPPER CRUST, LLC**, a Massachusetts Limited Liability Company with its principal office at 89 Commercial Wharf, Boston, MA 02110, **COLETRAIN, INC.**, a Massachusetts corporation with its principal office at 89 Commercial Wharf, Boston, MA 02110, **COLEMAN, INC.**, a Massachusetts Corporation with its principal office at 89 Commercial Wharf, Boston, MA 02110, and **JJB HANSON MANAGEMENT, INC.**, a Massachusetts Corporation with its principal office at 22 Hanson Street, Apt. 2, Boston, MA 02118 (collectively "Pledgor"), which loan shall be guaranteed by certain Guarantors, as that term is defined in the Loan and Security Agreement executed simultaneously herewith; and

WHEREAS, Pledgor desires to pledge certain "Collateral" (hereinafter defined) to Pledgee, in order to induce Pledgee to extend credit to Pledgor under the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the covenants contained herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

1) The terms defined in this Section shall have such defined meanings for all purposes of this Agreement, unless the context otherwise requires. Capitalized terms not defined herein shall have the meaning prescribed to such terms in the Loan and Security Agreement.

a) "Collateral" shall mean all of Pledgor's right, title and interest in and to the following intellectual property:

**United States Patent & Trademark Office ("USPTO")
Registration # 3836483 for "THE UPPER CRUST" [standard
character mark]**

2) As security for the full, prompt and complete performance under the aforementioned Loan and Security Agreement and any other Loan Documents (the "Obligations") Pledgor hereby pledges to Pledgee, and grants to Pledgee, a first priority security interest in all of the Collateral.

3) The Pledgor represents that: (i) the Collateral is and will remain owned by the Pledgor free and clear of any adverse claims or interests, liens, security interests, or encumbrances of any other person except liens hereunder in favor of Pledgee; (ii) the Collateral is validly issued, incontestable, and non-assessable; (iii) the security interest of Pledgee in the Collateral and the proceeds thereof are fully perfected and prior to the rights of all others.

4) So long as any of the Obligations are outstanding, the Pledgor agrees that it will:

a) upon the request of Pledgee, do such other acts and things, as Pledgee may from time to time request, to establish and maintain a valid and perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever) to secure the payment of the Obligations;

- b) not sell, lease, assign or create or permit to exist any adverse claim in, lien on or security interest in any Collateral to or in favor of anyone other than Pledgee;
- c) maintain a valid perfected first priority lien on all of the Pledged Collateral in favor of Pledgee free of all other security interests and adverse claims and interests thereto;
- d) duly file any and all post-registration trademark maintenance instruments with the USPTO, in order to maintain and defend the Pledgor's ownership interest in the Collateral.

5) After the occurrence of an Event of Default, Pledgee may, subject to its obligations as a secured party, without notice to the Pledgor, take all or any of the following actions: (a) transfer or otherwise deliver all or any part of the Collateral into the name of Pledgee or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Pledgee of any amounts due or to become due thereunder, (c) endorse or execute any transfer documents or other writings in the Pledgor's name to allow transfer of the Collateral, (d) take control of any proceeds of the Collateral, (e) collect, sell, liquidate or otherwise dispose of any or all of the Collateral and apply the proceeds thereof to the Obligations, and (f) account for all proceeds of dispositions to Pledgor consistent with the Uniform Commercial Code, (g) take such other actions permitted or accorded to Pledgee under law, at equity, or by the terms of this Pledge Agreement, the Loan and Security Agreement, or any other applicable agreement.

6) If an Event of Default shall be existing (a) Pledgee shall exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Massachusetts or otherwise available to it, including the right to dispose of the Collateral, and (b) Pledgee shall have the right, for and in the name, place and stead of the Pledgor, to execute endorsements, assignments and other instruments of conveyance or transfer with respect to all or any of the Collateral. If any notification of intended disposition of any of the Collateral shall be given by Pledgee to the Pledgor, such notification shall be deemed reasonably and properly given if mailed or telecopied within the timeframe provided by the Uniform Commercial Code, postage prepaid, addressed or transmitted to the Pledgor as provided in the Loan and Security Agreement.

7) Upon default in any of the Obligations, the Pledgee shall have the right to exercise Pledgor's rights under the Collateral and shall have the right to take all necessary action to fully and finally transfer said Collateral to any purchaser of the Collateral. The Pledgee is hereby duly authorized to act as Pledgor's true and lawful attorney-in-fact, to undertake any and all action necessary to transfer the Collateral, either alone or together with other collateral granted to the Pledgee by the Pledgor. Pledgee's power shall be deemed coupled with an interest and therefore irrevocable, with full rights of substitution, in connection therewith.

8) Any proceeds of any disposition of Collateral may be applied by Pledgee to payment of expenses in connection with the Collateral, including, without limitation, reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by Pledgee toward the payment of such of the Obligations, and in such order of application, as Pledgee may from time to time elect. All rights and remedies of Pledgee expressed hereunder are in addition to all other rights and remedies

possessed by it.

9) No failure or delay on the part of Pledgee in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder.

10) This Agreement shall be binding upon and inure to the benefit of the Pledgor and Pledgee and their respective heirs, successors and assigns.

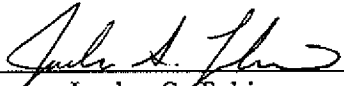
11) This Agreement shall be deemed to be a contract under the laws of the Commonwealth of Massachusetts and for all purposes shall be construed in accordance with the laws of said Commonwealth without regard to the conflict of laws doctrine.

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

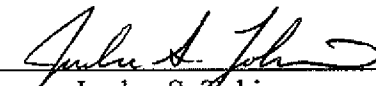
IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Pledge Agreement on the day and year first above written.

PLEDGOR:

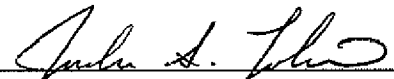
The Upper Crust, LLC


By: Jordan S. Tobins
Its: Manager


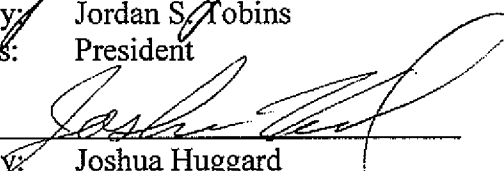
Coletrain, Inc.


By: Jordan S. Tobins
Its: President and Treasurer

Coleman, Inc.


By: Jordan S. Tobins
Its: President and Treasurer

JJB Hanson Management, Inc.


By: Jordan S. Tobins
Its: President

By: Joshua Huggard
Its: Treasurer