

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
Labriola Baking Company, LLC		06/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	5501 West 79th Street		
City:	Burbank		
State/Country:	ILLINOIS		
Postal Code:	60459		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3255875	LABRIOLA	
Registration Number:	3255876	LABRIOLA	
Registration Number:	4103096	RICHIE PRETZEL	
Registration Number:	4237327	LABRIOLA	
CORRESPONDENCE DATA			
Fax Number:	3126984512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-750-3615		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Kevin K. Chen		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2054423-0077		

OP \$115.00 3255875

NAME OF SUBMITTER:	Kevin K. Chen
Signature:	/Kevin K. Chen/
Date:	07/03/2013
Total Attachments: 7 source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page1.tif source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page2.tif source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page3.tif source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page4.tif source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page5.tif source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page6.tif source=CTB_Labriola - Patent and Trademark Security Agreement (executed)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of June 14, 2013, is made by LABRIOLA BAKING COMPANY, LLC, a Delaware limited liability company (“*Grantor*”), in favor of COLE TAYLOR BANK, an Illinois banking corporation (“*Bank*”).

A. Grantor and Bank (together with certain subsidiaries of Grantor from time to time) are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), pursuant to which Bank has agreed to extend loans and other financial accommodations to Grantor and Grantor has granted to Bank a security interest in substantially all the assets of Grantor, including all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Bank a continuing security interest in all of Grantor’s right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of Grantor, including, without limitation, each trademark and trademark application of Grantor referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of Grantor, including, without limitation, each trademark license of Grantor listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* annexed hereto and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1) through (3) being herein collectively referred to as the “*Trademark Collateral*”);
- (4) each patent and patent application of Grantor, including, without limitation, each patent and patent application of Grantor referred to in *Schedule 2* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license of Grantor, including, without limitation, each patent license of Grantor listed on *Schedule 2* annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule 2* annexed hereto, any patent issued pursuant to a patent application referred to in *Schedule 2* annexed hereto

and any patent licensed under any patent license listed on *Schedule 2* annexed hereto (items (4) through (6) being herein collectively referred to as the “*Patent Collateral*”).

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

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

LABRIOLA BAKING COMPANY, LLC,
a Delaware limited liability company

By: John S. Dalton
Name: John S. Dalton
Title: V.P.

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

Patent and Trademark Security Agreement

48180875

TRADEMARK
REEL: 005063 FRAME: 0542

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

LABRIOLA BAKING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

By: Colleen M See
Name: Colleen M See
Title: Senior Vice President

Patent and Trademark Security Agreement

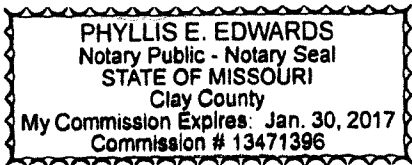
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STATE OF Missouri)
COUNTY OF Clay) ss

On this 12th day of June 2013, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of LABRIOLA BAKING COMPANY, LLC, and who executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Phyllis E. Edwards
Notary Public




Patent and Trademark Security Agreement

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SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

Mark Ser. No/Reg. No.	Goods/Services	Registration Date	Next Action	Owner
LABRIOLA SN:85-585630 RN:4,237,327	(Int'l Class: 43) Restaurant and cafe services	November 6, 2012	8 & 15 due November 6, 2018	Labriola Baking Company, LLC (Delaware limited liability company)
LABRIOLA SN:78-938878 RN:3,255,875	(Int'l Class: 30) Bakery products, namely, breads, croissants, danishes, cakes, pastries and cookies	June 26, 2007	8 & 15 due June 26, 2013	Labriola Baking Company, LLC (Delaware limited liability company)
LABRIOLA and Design  SN:78-938880 RN:3,255,876	(Int'l Class: 30) Bakery products, namely, breads, croissants, danishes, cakes, pastries and cookies	June 26, 2007	8 & 15 due June 26, 2013	Labriola Baking Company, LLC (Delaware limited liability company)
RICHIE PRETZEL SN:85-204896 RN:4,103,096	(Int'l Class: 30) Pretzels, bread and bread dough	February 21, 2012	8 & 15 due February 21, 2018	Labriola Baking Company, LLC (Delaware limited liability company)
CHICAGO'S ARTISAN BAKER			UNREGISTERED	

SCHEDULE 2

Patents, Patent Applications, and Patent Licenses

None.