

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
Bradshaw International, Inc.		12/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4207948	
Registration Number:	4140358	OVEN FRESH
Registration Number:	4080134	SMART SCOOP
Registration Number:	4107040	PANCAKE CREATOR
Registration Number:	4116204	RANGEPRO
Registration Number:	4056840	GOOD COOK TOUCH
Registration Number:	3797348	WE ALL LOVE TO EAT!
Registration Number:	3677637	GOOD COOK PRECISION
Registration Number:	3800189	LUNCH & MUNCH
Registration Number:	3727094	BRADSHAW
Registration Number:	3507835	AIR PERFECT
Registration Number:	3588432	YUM! GADGETS
Registration Number:	3641767	OVEN FRESH GOOD COOK THE ART OF GOOD COOKING
Registration Number:	3680326	HARMONY

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Registration Number:	3432236	SPYRO
Registration Number:	3544200	QUATTRO
Registration Number:	3300286	PARTY POP-UPS
Registration Number:	3300287	PARTY POP-UPS
Registration Number:	3382441	GOOD COOK REAL LIFE, REAL COOKING.
Registration Number:	3213144	SAFECUT
Registration Number:	3183681	ORBI
Registration Number:	3215256	BAKE-N-TAKE
Registration Number:	3138980	PRO FRESHIONALS
Registration Number:	3240492	TWISTER ICE CREAM SCOOP
Registration Number:	3136941	FLEXFORM
Registration Number:	2979483	COOK N' POUR
Registration Number:	2581780	EZ V A C
Registration Number:	2605507	GOOD COOK THE ART OF GOOD COOKING
Registration Number:	2189233	AIR PERFECT
Registration Number:	2094958	OVEN FRESH PREMIUM GOOD COOK BAKEWARE
Registration Number:	1952999	
Registration Number:	1976111	BONNY
Registration Number:	1983228	BRIGHT BUYS
Registration Number:	1767215	GOOD COOK
Registration Number:	1767212	GOODCOOK ULTRA SERIES
Registration Number:	1604386	GOOD COOK
Registration Number:	0965485	BONNY
Registration Number:	0920633	FAIRGROVE

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8307
Email: latiffany.brown@kattenlaw.com
Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-571
NAME OF SUBMITTER:	LaTiffany Brown

/LaTiffany Brown/

Date:

12/28/2012

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 28th day of December 2012, Bradshaw International, Inc., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 9409 Buffalo Street, Rancho Cucamonga, California 91730, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to General Electric Capital Corporation ("*GE Capital*"), with its mailing address 500 West Monroe Street, Chicago, Illinois 60661, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (GE Capital acting as such administrative agent and any successor(s) or assign(s) to GE Capital acting in such capacity being hereinafter referred to as the "*Agent*") a lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors, a continuing lien on and security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

**BRADSHAW INTERNATIONAL, INC., a
Delaware corporation**

By: 

Name: Mark MacTavish

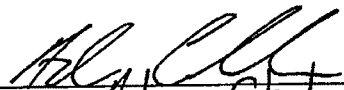
Title: Vice President and Assistant Secretary

Trademark Collateral Agreement (Bradshaw)

**TRADEMARK
REEL: 004930 FRAME: 0433**

Accepted and agreed to as of the date and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Adam Chaires
Title: Duly Authorized Signatory

Trademark Collateral Agreement (Bradshaw)

**TRADEMARK
REEL: 004930 FRAME: 0434**

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS

Mark	Serial No.	Application Date	Registration No.	Registration Date
DESIGN ONLY	85414493	9/2/11	4207948	9/11/12
OVEN FRESH	85366162	7/8/11	4140358	5/8/12
SMART SCOOP	85331164	5/26/11	4080134	1/3/12
PANCAKE CREATOR	85320318	5/13/11	4107040	2/28/12
RANGEPRO	85278286	3/28/11	4116204	3/20/12
GOOD COOK TOUGH	77847432	10/13/09	4056840	11/15/11
WE ALL LOVE TO EAT!	77751019	6/3/09	3797348	6/1/10
GOOD COOK PRECISIONS	77527326	7/21/08	3677637	9/1/09
LUNCH & MUNCH	77512506	7/1/08	3800189	6/8/10
BRADSHAW	77397190	2/14/08	3727094	12/22/09
AIR PERFECT	77395504	2/13/08	3507835	9/30/08
YUM! GADGETS	77334608	11/20/07	3588432	3/10/09
OVEN FRESH GOOD COOK THE ART OF GOOD COOKING	77295249	10/3/07	3641767	6/23/09
HARMONY	77188309	5/23/07	3680326	9/8/09
SPYRO	7711171	2/20/07	3432236	5/20/08
QUATTRO	77111174	2/20/07	3544200	12/9/08
PARTY POP-UPS	7709941	2/5/07	3300286	9/25/07
PARTY POP-UPS	77099415	2/5/07	3300287	9/25/07
GOOD COOK REAL LIFE, REAL COOKING.	77003902	9/21/06	3382441	2/12/08
SAFECCUT	78873658	5/1/06	3213144	2/27/07
ORBI	78803241	1/31/06	3183681	12/12/06
BAKE-N-TAKE	78803223	1/31/06	3215256	3/6/07
PRO FRESHIONALS	78725780	10/4/05	3138980	9/5/06
TWISTER ICE CREAM SCOOP	78552642	1/24/05	3240492	5/8/07
FLEXFORM	78509958	11/2/04	3136941	8/29/06
COOK N' POUR	78322769	11/4/03	2979483	7/26/05
EZ V A C	76254055	5/9/01	2581780	6/18/02
GOOD COOK THE ART OF GOOD COOKING	76033499	4/25/00	2605507	8/6/02
AIR PERFECT	75321482	7/9/97	2189233	9/15/98

OVEN FRESH PREMIUM GOOD COOK BAKEWARE	75156401	8/26/96	2094958	9/9/97
DESIGN ONLY	74625979	1/26/95	1952999	1/30/96
BONNY	74626099	1/26/95	1976111	5/28/96
BRIGHTS BUYS	74404792	6/23/96	1983228	7/2/96
GOOD COOK	74241914	1/31/92	1767215	4/27/93
GOODCOOK ULTRA SERIES	74202192	9/10/91	1767212	4/27/93
GOODCOOK	73791521	4/6/89	1604386	7/3/90
BONNY	72422698	4/28/72	0965485	8/7/73
FAIRGROVE	72363143	6/19/70	0920633	9/21/71

Trademark Collateral Agreement (Bradshaw)

RECORDED: 12/28/2012

**TRADEMARK
REEL: 004930 FRAME: 0436**