

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildflower Bread Company LLC		11/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	2850 E. Camelback Road, Suite 140		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2201700		
Registration Number:	2249887	WILDFLOWER BREAD COMPANY	
Registration Number:	2314824	WILDFLOWER BREAD COMPANY	
Registration Number:	2610457	FOOD YOU KNEAD	
Registration Number:	2610458	FOOD YOU KNEAD	
Registration Number:	2643894	FOOD YOU KNEAD	
Registration Number:	3227292	DOUGH ON THE GO	
Registration Number:	3272008	KNEAD TO READ	
Registration Number:	3418304	WILDFLOWER TWO	
Registration Number:	3540707	WILD BREEZES	
Registration Number:	3608374	WILD BREEZE	
Registration Number:	3806487	GREAT TASTE DELIVERED FRESH	
Registration Number:	3885016	PASSIONATE ABOUT GREAT FOOD	
Serial Number:	86555577	BREADHEAD	
Serial Number:	87094689	WILDFLOWER KITCHEN	
Serial Number:	87094740	WILDFLOWER F&B	
CORRESPONDENCE DATA			
Fax Number:	6023826070		

CH \$415.00 2201700

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 602 382-6551
Email: pdemello@swlaw.com
Correspondent Name: Ryan Ricks, SNELL & WILMER L.L.P.
Address Line 1: 400 E. Van Buren
Address Line 4: Phoenix, ARIZONA 85004-2202

NAME OF SUBMITTER:	Ryan D. Ricks
SIGNATURE:	/Ryan D. Ricks/
DATE SIGNED:	11/04/2016

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 3, 2016, is between WILDFLOWER BREAD COMPANY LLC, a Delaware limited liability company ("Debtor"), and COMPASS BANK, an Alabama banking corporation ("Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

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

"Copyright Office" means the United States Copyright Office.

"Loan Agreement" means that certain Loan Agreement dated as of the date hereof, by Debtor, as borrower, and Secured Party, as lender.

"Obligations" means as defined in the Loan Agreement.

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

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

(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 Debtor; (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 Loan 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, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon,

all of Debtor'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 Debtor 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) All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of Debtor's present and future United States applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule B to this Agreement, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iii) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(iv) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(v) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

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

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

(viii) 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 Secured Party 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. Debtor 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 Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks; Copyrights; Patents. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications, U.S. registered copyrights and copyright registrations owned by Debtor, and U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) Applications for Copyright Registration. A true and correct list of all of Debtor's United States applications for copyright registrations is set forth in Schedule B.

SECTION 5. Further Acts. On a continuing basis, Debtor 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 Secured Party 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 Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, Copyright Office, or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO or Copyright Office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing

office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party 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 reasonably satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks or Copyrights, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or Copyrights, or renewal or extension of any trademark registration, any additional United States copyright registrations or applications therefor after the date hereof. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to unilaterally modify this Agreement by amending Schedule A or B to include any such new trademarks or Copyrights and any future United States registered copyrights or applications therefor of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Arizona.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. 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 Loan Agreement. Notwithstanding the foregoing, Secured Party 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 Loan Agreement, the provision giving Secured Party 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 Secured Party under the Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which collectively shall be deemed to be one and the same agreement, binding on all of the parties hereto notwithstanding that all such parties have not signed the same counterpart. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO or Copyright Office.

SECTION 12. No Inconsistent Requirements. Debtor 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 Debtor 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. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other 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 Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

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

DEBTOR:

WILDFLOWER BREAD COMPANY LLC, a
Delaware limited liability company

By: _____

Name: Louis J. Basile, Jr.

Title: President

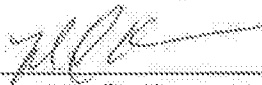
[Signature Page to IP Security Agreement (WBC)]

24993703

TRADEMARK
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SECURED PARTY:

COMPASS BANK, an Alabama banking corporation

By: 
Name: W. Dillon King
Title: Assistant Manager

[Signature Page to IP Security Agreement (WBC)]

24095703

TRADEMARK
REEL: 005914 FRAME: 0877

SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: Wildflower Bread Company

U.S. Trademarks of Debtor

Registration No.	Registration Date	Registered Owner	Mark
2,201,700	11/03/1998	Wildflower Bread Company LLC	MISCELLANEOUS DESIGN
2,249,887	06/01/1999	Wildflower Bread Company LLC	WILDFLOWER BREAD COMPANY
2,314,824	02/01/2000	Wildflower Bread Company LLC	WILDFLOWER BREAD COMPANY & DESIGN
2,610,457	08/20/2002	Wildflower Bread Company LLC	FOOD YOU KNEAD
2,610,458	08/20/2002	Wildflower Bread Company LLC	FOOD YOU KNEAD
2,643,894	10/29/2002	Wildflower Bread Company LLC	FOOD YOU KNEAD
3,227,292	04/10/2007	Wildflower Bread Company LLC	DOUGH ON THE GO
3,272,008	07/31/2007	Wildflower Bread Company LLC	KNEAD TO READ
3,418,304	04/29/2008	Wildflower Bread Company LLC	WILDFLOWER TWO
3,540,707	12/02/2008	Wildflower Bread Company LLC	WILD BREEZES
3,608,374	04/21/2009	Wildflower Bread Company LLC	WILD BREEZE LOGO
3,806,487	06/22/2010	Wildflower Bread Company LLC	GREAT TASTE DELIVERED FRESH
3,885,016	12/07/2010	Wildflower Bread Company LLC	PASSIONATE ABOUT GREAT FOOD

Pending U.S. Trademark Applications of Debtor

Application No.	Filing Date	Applicant	Mark
86/555,577	March 6, 2015	Wildflower Bread Company	BREADHEAD

		LLC		
87/094,689	July 6, 2016	Wildflower Bread Company LLC	WILDFLOWER KITCHEN	
87/094,740	July 6, 2016	Wildflower Bread Company LLC	WILDFLOWER F&B	

Registered Copyrights

NONE

Issued U.S. Patents of Debtor

NONE

Pending U.S. Patent Applications of Debtor

NONE

SCHEDULE B

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: Wildflower Bread Company

Copyright Applications

NONE