

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DD IP Holder LLC	12/03/2010
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5463940
Patent Number:	5820016
Patent Number:	5897019
Patent Number:	6564699
Patent Number:	6736538
Patent Number:	D420749
CORRESPONDENCE DATA	
Fax Number:	(800)516-6304
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-280-3562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	Ted Mulligan
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
ATTORNEY DOCKET NUMBER:	7013746-3

PATENT

501370016

REEL: 025445 FRAME: 0494

OP \$240.00 5463940

NAME OF SUBMITTER:

Ted Mulligan

Total Attachments: 6

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Patent Security Agreement

Patent Security Agreement, dated as of December 3, 2010, by DD IP Holder LLC, a Delaware limited liability company (“**Grantor**”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 3, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-

stopped (including by “grandfathering” into any future credit facilities), in each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated, and termination of the Security Agreement, this Patent Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor’s obligations and any lien arising therefrom shall be automatically released. The Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

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

DD IP HOLDER LLC

By: 

Name: L.J. Remillard, Jr.

Title: Assistant Secretary

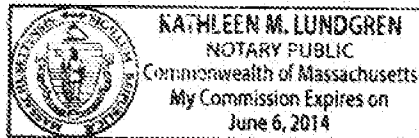
Signature Page to Patent Security Agreement

STATE OF Massachusetts)
COUNTY OF Norfolk) ss.

On this 18th day of November, 2010, before me, a notary public, the undersigned officer personally appeared, L.J. Renilland known to me (or satisfactorily proven) to be the Assistant Secretary of DD IP HOLDER LLC, that executed and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.

Kathleen M. Lundgren
Signature of Notary Public



Print or Stamp Name of Notary Public

Notary Public in and for the State of Massachusetts
residing at Canton, Massachusetts
My appointment expires 6/6/14

Acting in the County of: Norfolk

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: David Barton
Title: Director

Signature Page to Patent Security Agreement

PATENT
REEL: 025445 FRAME: 0500

SCHEDULE I
to
PATENT SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS AND PATENT APPLICATIONS

<u>Patent Title</u>	<u>Application No.</u>	<u>Patent No.</u>
Proofing Oven	08/249,141	5,463,940
Cup and Lid	08/647,622	5,820,016
Frustrconical Beverage Cup and Fitted Lid	08/647,422	5,897,019
Proofer and Process for Producing Extended Shelf Life Yeast-Raised Baked Goods and Extended Shelf Life Yeast-Raised Baked Goods	09/868,115	6,564,699
Mixing Blade for Drink Preparation	10/148,349	6,736,538
Building Unit	29/064,196	D420749