

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
Melody Farms Specialty Foods and Equipment Limited		04/20/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	11th Floor, First Canadian Place		
Internal Address:	Corporate Finance		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5X 1A1		
Entity Type:	Canadian Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0903203	COUNTRY STYLE DONUTS	
CORRESPONDENCE DATA			
Fax Number:	(205)488-6770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2055218770		
Email:	cwilkerson@bradleyarant.com		
Correspondent Name:	Crystal G. Wilkerson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203-2104		
NAME OF SUBMITTER:	Crystal G. Wilkerson		
Signature:	/CWILKERSON/		
Date:	05/01/2007		

OP \$40.00 0903203

Total Attachments: 5

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SECURITY AGREEMENT (TRADE MARKS)

This Agreement is granted this 20th day of April, 2007 by Melody Farms Specialty Foods and Equipment Limited (the "Debtor") in favour of Bank of Montreal (the "Bank").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:


1. As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Debtor to the Bank, the Debtor hereby assigns and grants, as security, to the Bank a security interest (the "Security Interest") in and to all of the right, title and interest of the Debtor in and to the trade marks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "Licence Agreement"), and all rights corresponding thereto throughout the world (all of the foregoing trade marks and rights are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks").
2. The last day of the term of any Licence Agreement is specifically excepted from the Security Interest, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Debtor is a party would constitute a breach or cause the termination thereof, the Debtor hereby agrees to promptly advise the Bank and, at the request of the Bank acting reasonably, to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Bank, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Debtor shall hold its interest therein in trust for the Bank, unless the holding of such interest by the Debtor in trust for the Bank would constitute a breach or cause the acceleration thereof.
3. The Security Interest shall become enforceable upon the occurrence and during the continuation of any event which constitutes an event of default under any loan or credit agreement in effect from time to time between Country Style Food Services Inc. and the Bank (an "Event of Default"). Upon the occurrence and during the continuation of an Event of Default, the Bank may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario)).

4. The Debtor irrevocably constitutes and appoints the Bank and each of its authorized agents from time to time as the true and lawful attorney of the Debtor with power of substitution in the name of the Debtor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Debtor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Bank deems to be in its interest, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Bank may determine as permitted by law and whether or not the Bank has taken possession of the Trademarks.
5. The Debtor shall, upon demand made by the Bank, reimburse and indemnify the Bank for all costs and expenses (including reasonable legal fees and disbursements) incurred by the Bank in connection with the exercise of its rights hereunder (all such costs and expense being deemed to be part of the obligations hereby secured).
6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Debtor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Debtor hereby accepts and irrevocably submits to the non-exclusive jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Bank to bring or initiate proceedings against the Debtor or any other person elsewhere.
7. From time to time, at the request of the Bank, the Debtor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Bank may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Bank to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

**MELODY FARMS SPECIALTY FOODS
AND EQUIPMENT LIMITED**

By: 
Name:
Title:

Schedule "A"

Trade Marks

REGISTERED TRADEMARKS				
COUNTRY	NO.	PARTICULARS	REGISTRANT	EXPIRY DATE
Canada	App.# 323,445 Reg.# 178,646	Country Style (wares & services) (Certification Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.18.Jun.69 Registered.01.Oct.71 Renewed.19.Apr.01 Expires.01.Oct.2016
Canada	App.# 323,446 Reg.#178,647	Country Style & Design (wares & services) (Certification Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.18.Jun.69 Registered.01.Oct.71 Renewed.19.Apr.01 Expires.01.Oct.2016
Canada	App.# 412,783 Reg.# 238,122	Sweet Nuthins (Certification Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.04.Jul.77 Registered.07.Dec.79 Expires.07.Dec.09
Canada	App.# 752,194 Reg.# 449,587	Building/Roof Design (services) (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.13.Apr.94 Registered.03.Nov.95 Expires.03.Nov.10
Canada	App.# 754,064 Reg.# 455,271	CS Donuts & Fresh Food Ideas (Wares and Services) (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.13.Apr.94 Registered.15.Mar.96 Expires.15.Mar.11
Canada	App.# 752,196 Reg.# 455,832	Pylon Sign Design (Wares and Services) (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.13.Apr.94 Registered.22.Mar.96 Expires.22.Mar.11
Canada	App.# 752,193 Reg.# 456,963	CS & CUP Design (services & wares) (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.13.Apr.94 Registered.03.May.96 Exires.03.May.11
Canada	App.# 777,455 Reg.# 466,214	Just One Taste (wares & services) (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.09.Mar.95 Registered.25.Nov.96 Expires.25.Nov.11
Canada	App.# 752,195 Reg.# 468,038	Country Style & Design (single peak design) (Services only) (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.13.Apr.94 Registered.30.Dec.96 Expires.30.Dec.11
Canada	App.# 805,757 Reg.# 473,611	TURN UP A WINNER (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.29.Feb.96 Registered.25.Mar.97 Expires.25.Mar.12
Canada	App. File #851,692 Reg.# 503,124	COUNTRY STYLE (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.23.Jul.97 Registered.28.Oct.98 Expires.28.Oct.13
Canada	App. # 847,104 Reg.# 503,195	COUNTRY STYLE COUNTRY & WESTERN & Design (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.05.Jun.97 Registered.28.Oct.98 Expires.28.Oct.13
Canada	App.# 803,051 Reg.# 506,155	CAFE CLASSICO (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.30.Jan.96 Registered.06.Jan.99 Expires.06.Jan.14
Canada	App.# 836,084 Reg.# 532,367	COUNTRY STYLE (Revised) Trade Mark	Melody Farms Specialty Foods and Equipment Limited	Filed.05.Nov.97 Registered.08.Sept.00 Expires.08.Sept.15
Canada	App.# 1,061,508 Reg.# 575,579	TRADITIONAL COUNTRY ROAST (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.01.Jun.00 Registered.13.Feb.2003 Expires.13.Feb.2018

REGISTERED TRADEMARKS				
COUNTRY	NO.	PARTICULARS	REGISTRANT	EXPIRY DATE
Canada	App. # 847,101 Reg.# 579,182	SWEET NUTHINS (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.05.Jun.97 Registered.08.April.03 Expires.08.April.2018
Canada	App.# 1,061,506 Reg.# 585,973	MOUNTAIN DARK ROAST & Design (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.01.Jun.00 Registered.24.july.2003 Expires.24.july.2018
Canada	App. # 847,103 Reg. # 586,077	COUNTRY HOT BREAKFAST CLASSICS (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.05.Jun.97 Registered.29.July.2003 Expires.29.July.2018
Canada	App.# 1,119,613 Reg.# 598,571	CINNAMON TWISTER (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.24.Oct.01 Registered.06.Jan.2004 Expires.06.Jan.2019
Canada	App.# 1,165,153 Reg.# 619,564	LOVE AT FIRST SIP (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.17.jan.2003 Regist' red.15.Sept.2004 Expires.15.Sept.2019
Canada	App.# 1,119,312 Reg.# 620,353	COUNTRY BITS (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.24.Oct.01 registered.22.Sept.2004 Expires.22.Sept.2019
Canada	App.#1,183,815 Reg.# 622,661	KRAZY DONUTS (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	App.,Filed.08.july.2003 Registered.18.Oct.2004 Expires.18.Oct.2019
Canada	App.# 1,165,154 Reg.# 622,736	EVERY COFFEE WINS (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.17.jan.2003 Registered.19.Oct.2004 Expires.19.Oct.2019
Canada	App. # 847,102 Reg.#.633,275	COUNTRY STYLE CHUNKY CHEDDAR CHEESE OMELETTE & Design (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	Filed.05.Jun.97 Registered.21.Feb.2005 Expires.21.Feb.2020
Canada	App. # 1,261,376 Reg.# 667,744	csf & Design	Melody Farms Specialty Foods and Equipment Limited	Filed 15.june.2005 Registered.14.July.2006 Expires.14.July.2021
Canada	App. # 1,329,954	it's going to be a good day	Melody Farms Specialty Foods and Equipment Limited	Filed 02.Jan.2007
Canada	App. # 1,330,005	Country Style & Cup Design	Melody Farms Specialty Foods and Equipment Limited	Filed 02.Jan.2007
Canada	App. # 1,330,006	BISTRODELI & Design	Melody Farms Specialty Foods and Equipment Limited	Filed 02.Jan.2007
Canada	Reg#403,583	COUNTRY STYLE CHUNKY CHEDDAR CHEESE OMELETTE & Design (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	
Canada	Reg#396,469	COUNTRY HOT BREAKFAST CLASSICS (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	
Canada	Reg#396,468	COUNTRY STYLE COUNTRY & WESTERN & Design (Trade Mark)	Melody Farms Specialty Foods and Equipment Limited	
United States	Reg.# 903,203	Country Style Donuts (Int.Class 42) Service Mark	Melody Farms Specialty Foods and Equipment Limited	Registered.24.Nov.70 Renewed.28.June.2002 Expires.24.Nov.10