

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
TASTYKAKE INVESTMENT COMPANY		09/06/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	CITIZENS BANK OF PENNSYLVANIA
Street Address:	2001 MARKET STREET
Internal Address:	SUITE 600
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	PA FINANCIAL INSTITUTION:

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2642234	BACKPACK SNACKS
Registration Number:	3123063	
Registration Number:	1496928	CREAMIE
Registration Number:	0832287	CREAMIES
Serial Number:	77109468	EASY TO PASS ON. HARD TO PASS UP.
Registration Number:	2371355	JUNIOR
Registration Number:	2371356	JUNIORS
Registration Number:	1233809	KANDY KAKES
Serial Number:	78600052	KREAMIES
Registration Number:	1529898	KREME KUPS
Registration Number:	0233391	KRIMPETS
Registration Number:	1934730	KRINGLE KAKES
Registration Number:	2920565	KUPIDKAKES

OP \$1190.00 2642234

Registration Number:	3056007	NOW THAT'S TASTY
Registration Number:	3190431	SANTA SNACKS
Registration Number:	3187760	SENSABLES
Registration Number:	3060725	ST. PATTY'S TREATS
Registration Number:	2230545	SWEETIE KAKES
Registration Number:	1230175	T
Registration Number:	1277275	T
Registration Number:	0885577	T TASTYKAKE
Registration Number:	1236610	T TASTYKAKE
Registration Number:	0836412	TASTY BREAKS
Registration Number:	3265941	TASTY GRAHAMS
Serial Number:	78624906	TASTY MINIS
Registration Number:	2267760	TASTY TWEETS
Registration Number:	1697864	TASTY TWISTS
Serial Number:	78847107	TASTYBREAKS
Registration Number:	1227724	TASTYKAKE
Registration Number:	1276454	TASTYKAKE
Registration Number:	0696852	TASTYKAKE
Registration Number:	3012640	TASTYKAKE
Registration Number:	1621499	TASTYKAKE BAKERY FRESH
Registration Number:	2558010	TASTYKAKE BAKERY FRESH CLASSIC BAKED GOODS
Registration Number:	2582559	TASTYKAKE BAKERY FRESH TROPICAL DELIGHTS
Registration Number:	3242052	TASTYKAKE BUNNY TREATS
Serial Number:	78743774	TASTYKAKE DOUBLICIOUS
Registration Number:	1272977	TASTYKAKE
Registration Number:	3124056	TASTYKAKE SENSABLES
Registration Number:	3179937	TASTYKAKE SNAK BARS
Registration Number:	1668049	TASTYKARE
Registration Number:	0894734	TASTY-KLAIR
Registration Number:	2963842	TASTY-KLAIR
Registration Number:	1760743	THE CHOCOLATE CHOICE
Registration Number:	1760742	THE COLLEGIATE
Registration Number:	1279139	TIME FOR A TASTY BREAK
Serial Number:	78599867	WITCHY TREATS

CORRESPONDENCE DATA

Fax Number: (215)399-9615
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-864-7046
Email: krippeln@whiteandwilliams.com
Correspondent Name: RAINA S. MEHTA White and Williams LLP
Address Line 1: 1800 One Liberty Place
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	RAINA S. MEHTA, ESQUIRE
Signature:	/RMEHTA/
Date:	09/10/2007

Total Attachments: 25
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**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY
AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this "Agreement") is made effective as of September 6, 2007 by and among, **TASTY BAKING COMPANY**, a Pennsylvania corporation, **TASTYKAKE INVESTMENT COMPANY**, a Delaware corporation, **TBC FINANCIAL SERVICES, INC.**, a Pennsylvania corporation, and **TASTY BAKING OXFORD, INC.**, a Pennsylvania corporation (each individually, an "Assignor" and collectively, the "Assignors") and **CITIZENS BANK OF PENNSYLVANIA**, as collateral agent for the benefit of the Lenders, as defined below ("Assignee").

BACKGROUND

A. Pursuant to that certain Credit Agreement effective as of even date herewith by and among Assignee, as, among other things, collateral agent for itself and, as agent for certain other lenders (the "Lenders") and Assignors (such agreement as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), Assignee and Lenders agreed to extend certain credit facilities to Assignors subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Assignee for the benefit of the Lenders a security interest in all of Assignors' assets, including, without limitation, their respective patents, patent applications, trademarks, trademark applications and tradenames (and the associated goodwill), and copyrights and copyright registrations and licenses, on the terms and subject to the conditions contained herein.

AGREEMENTS

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, Assignors agree as follows:

1. **Incorporation of Loan Agreement and other Loan Documents; Capitalized Terms; Definition of Obligations.** The Loan Agreement and the other Loan Documents are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All advances to, and debts, liabilities, obligations, covenants and duties of, any Assignor arising under any Loan Document (including without limitation this Agreement) or otherwise with respect to any Loan or Letter of Credit, including without limitation, any Hedging Obligations, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Assignor or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, are sometimes hereinafter referred to collectively as the "Obligations".

2. Security Interests.

2.1 Security Interest (Patents, Copyrights and Licenses). To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby assigns, mortgages and pledges to Assignee for the benefit of itself and the Lenders and grants to Assignee for the benefit of itself and the Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing or hereafter acquired or arising (collectively with items named in Section 2.2 below, each the "**Collateral**"):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit "A", attached hereto and made a part hereof, and (i) any reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively (as the context requires) referred to as the "**Patents**");

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature whatsoever; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively, as the context requires, referred to as the "**Copyrights**"); and

(c) licenses of any Patents, Copyrights, Trademarks or other intellectual property of any kind whatsoever with any other party, whether such Assignor is a licensor or a licensee under any such license, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter

covered by such licenses, to the extent assignable (all of the foregoing is hereinafter referred to collectively as the “Licenses”).

2.2 **Security Interest (Trademarks)**. To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby mortgages and pledges to Assignee for the benefit of itself and the Lenders and grants to Assignee for the benefit of itself and the Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing or hereafter acquired or arising (collectively with items named in **Section 2.1** above, the “Collateral”): all state (including common law), federal and foreign servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, all of the foregoing listed on **Exhibit “B”**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively, as the context requires, referred to as the “Trademarks”).

3. **Authorization to File**. Assignee is hereby authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or similar office in any jurisdiction), such instruments and other documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing, or protecting the security interests in the Collateral granted hereby (including without limitation any New IP, as defined below), without the signature of any of the Assignors and naming Assignors (or any of them) as debtors and Assignee as secured party.

4. **Restrictions on Future Agreements**. Assignors agree that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed so long as no Event of Default has occurred and is continuing), Assignors will not enter into any agreement or take or fail to take any action that encumbers or otherwise grants any Person other than Assignee any rights of any kind in the Collateral, other than in favor of PIDC Local Development Corporation, except as permitted under the Credit Agreement, except that so long as no Event of Default has occurred and is continuing, Assignors may, without the prior written consent of Assignee, grant non-exclusive licenses in the Collateral in their ordinary course of business (provided that any such license shall permit the collateral assignment thereof to the Assignee or its designee without the consent of the licensee). Assignors further agree that they will not take any action, or permit any action to be taken by others, subject to their control, including (without limitation) licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

5. **New Patents, Trademarks, Copyrights and Licenses**. Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits “A”, “B”, “C” and “D”**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Obligations shall have been satisfied in full and

the Loan Agreement shall have been terminated, any of the Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent ("**New IP**"), the provisions of **Section 2** above shall automatically apply to the New IP (and the New IP shall be considered "**Collateral**" hereunder) and such Assignor(s) shall give to Assignee prompt written notice thereof. Each of the Assignors hereby agrees to execute promptly an amendment to this Agreement for the purpose of amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any New IP which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above.

6. **Royalties; Term; Termination.** Assignors hereby agree that the security interest in all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to any of the Assignors. The term of the security interest granted herein shall extend until the earlier of (i) if applicable, the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations has been paid in full and the Loan Agreement is terminated. This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

7. **Assignee's Right to Inspect; Consent to License.** Assignee shall have the right, at any time and from time to time, to inspect each of Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. Assignors agree that, upon the occurrence and during the continuance of an Event of Default, Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignors agree not to sell or assign their interest in, or grant any license under, any of the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee.

8. **Certain Duties of Assignors with respect to the Collateral.** Subject to **Section 6.05** of the Credit Agreement, each of the Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions, as reasonably determined by the Assignors and on trademarks and copyrights, as appropriate, (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights, including, without limitation, not causing or permitting any Patent to become invalidated or dedicated to the public, exercising necessary quality control with respect to all of the Collateral, marking as products covered by, as applicable, Patent, Trademark or Copyright,

and causing each mark covered by a material copyright to continue to be published, reproduced, displayed, and distributed, as applicable and (iv) in the event that Assignors have actual knowledge that any Patent, Trademark or Copyright material to the conduct of the Assignors' business has been or is about to be infringed, misappropriated or diluted by any Person, such Assignor promptly shall notify Assignee and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution and take such other actions as are appropriate under the circumstances to protect such Collateral.

9. **Event of Default.** Upon the occurrence and during the continuance of an Event of Default, Assignee may, without further notice to or consent of Assignors, immediately execute and record with all applicable offices (including, without limitation, the U.S. Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors' name any and all such assignments and agreements and to take any and all other actions in Assignors' name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee. Additionally, upon the occurrence of an Event of Default, and shall use their best efforts to obtain all requisite consents or approvals by the licensor of each Copyright license, Patent license or Trademark License, and each other material license, to effect the assignment of all such Grantor's right, title and interest hereunder to the Assignee, Assignors or its designee (collectively, "**IP Duties**"). Any expenses incurred in connection with such IP Duties shall be borne by the Assignors. Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright ("**Abandonment**") without the consent of the Assignee; provided, however, that so long as no Event of Default has occurred and is continuing, Assignors may, without the consent of Assignee, complete an Abandonment of any Patent, Trademark, License or Copyright that Assignors reasonably determine is obsolete or no longer useful in the operation of Assignors' business.

10. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 5** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Loan Agreement, the Security Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorize Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power to (i) endorse Assignors' names on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under any Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 3** and **Section 5**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement, the Security Agreement or any other Loan Document but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignors and their successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to its conflicts of laws principles).

17. **Multiple Assignors; Joint and Several Liability.** Where the context requires, the particular Assignor that owns or otherwise possesses rights in the particular Collateral shall be the grantor of the security interests herein granted. Notwithstanding the foregoing, nothing

herein shall modify or otherwise alter the obligations of the Assignors under this Agreement, all of such obligations being joint and several obligations of each Assignor, in accordance with Section 11.17 of the Loan Agreement.


18. **Effect of Bankruptcy.** Notwithstanding anything contained herein to the contrary, this Agreement and the security interests in the Collateral granted hereunder shall remain in effect or be reinstated, as the case may be, if any payment or satisfaction of the Obligations is rescinded or must otherwise be restored or refunded by Assignors pursuant to any Debtor Relief Laws or other debtor relief proceeding involving Assignors until all of the Obligations have been paid and satisfied in full.

[signature page to Patents, Trademarks, Copyrights, and Licenses Security Agreement]

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

ASSIGNORS:

TASTY BAKING COMPANY

By: 
Charles P. Pizzi, President and CEO

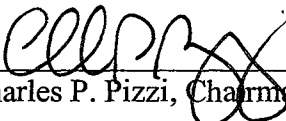
TASTYKAKE INVESTMENT COMPANY

By: _____
Andrew T. Panaccione, Chairman and
President

TBC FINANCIAL SERVICES, INC.


By: 
Charles P. Pizzi, Chairman, CEO and
President

TASTY BAKING OXFORD, INC.

By: 
Charles P. Pizzi, Chairman and President

ASSIGNEE:

CITIZENS BANK OF PENNSYLVANIA,
on behalf of itself and the Lenders

By: 
Name/Title: *W. Anthony Watson, SVP*

[signature page to Patents, Trademarks, Copyrights, and Licenses Security Agreement]

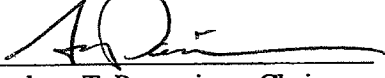
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date first above written.

ASSIGNORS:

TASTY BAKING COMPANY

By: _____
Charles P. Pizzi, President and CEO

TASTYKAKE INVESTMENT COMPANY

By:  _____
Andrew T. Panaccione, Chairman and
President

TBC FINANCIAL SERVICES, INC.

By: _____
Charles P. Pizzi, Chairman, CEO and
President

TASTY BAKING OXFORD, INC.

By: _____
Charles P. Pizzi, Chairman and President

ASSIGNEE:

CITIZENS BANK OF PENNSYLVANIA,
on behalf of itself and the Lenders

By: _____
Name/Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF Philadelphia

: ss:

:

On this 14th day of September, 2007, before me, a Notary Public, personally appeared Charles P. Pizzi, who acknowledged himself to be the duly elected President & CEO of Tasty Baking Company, and that he as such President & CEO, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such President & CEO on behalf of such Assignor.

Danielle Estes

Notary Public: _____

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
DANIELLE M. ESTES, Notary Public
Media Boro Delaware County
My Commission Expires December 15, 2007

ACKNOWLEDGMENT

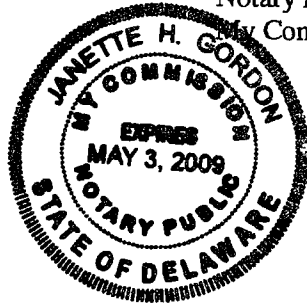
STATE OF DELAWARE
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF NEW CASTLE

:
: SS:
:

On this day of September, 2007, before me, a Notary Public, personally appeared Andrew Paniccione, who acknowledged himself to be the duly elected President of Tastykake Investment Company, and that he as such President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such President on behalf of such Assignor.

Janette H. Gordon
Notary Public: Janette H. Gordon
My Commission Expires:



JANETTE H. GORDON, NOTARY PUBLIC
State of Delaware, New Castle County
Commission No. 20051239038
My Commission Expires May 3, 2009

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF Philadelphia

: ss:

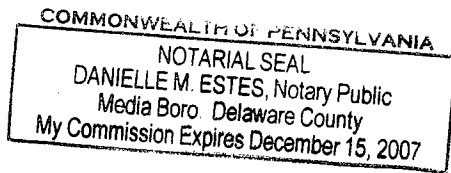
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On this 6th day of September, 2007, before me, a Notary Public, personally appeared Charles P. Pizzi, who acknowledged himself to be the duly elected Chairman/CEO President of TBC Financial Services, Inc., and that he as such Chairman/CEO President being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such Chairman/CEO on behalf of such Assignor.

President Danielle Estes

Notary Public: _____

My Commission Expires: _____



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

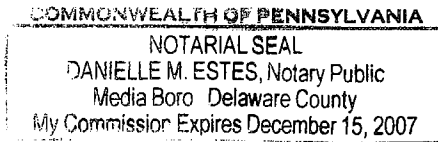
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: ss:
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On this 14th day of September, 2007, before me, a Notary Public, personally appeared Charles P. Pizzi, who acknowledged himself to be the duly elected President & Chairman of Tasty Baking Oxford, Inc., and that he as such Chairman President being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such Chairman President on behalf of such Assignor.

Danielle Estes

Notary Public: _____

My Commission Expires: _____



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: SS
:

COUNTY OF Philadelphia

On this 7th day of September, 2007, before me, a Notary Public, personally appeared V. Anthony Watson, who acknowledged himself/herself to be a duly acting Senior Vice President of Citizens Bank of Pennsylvania and that he as such Senior Vice President being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such Senior Vice President

Danielle M. Estes
Notary Public _____
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE M. ESTES, Notary Public
Media Boro. Delaware County
My Commission Expires December 15, 2007

EXHIBIT "A"

TO

PATENTS, TRADEMARKS,

COPYRIGHTS AND LICENSES SECURITY AGREEMENT

Patents

- | | |
|---|------|
| 1. <u>Tasty Baking Company.</u> | None |
| 2. <u>Tastykake Investment Company.</u> | None |
| 3. <u>TBC Financial Services, Inc.</u> | None |
| 4. <u>Tasty Baking Oxford, Inc.</u> | None |

EXHIBIT "B"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT

Trademarks

<u>ASSIGNOR</u>	<u>MARK</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DT.</u>
1. <u>Tasty Baking Company.</u>		See attached.	
2. <u>Tastykake Investment Company.</u>		See attached.	
3. <u>TBC Financial Services, Inc.</u>		None.	
4. <u>Tasty Baking Oxford, Inc.</u>		None.	

Tasty Baking Company

Trademark Report by Mark

Printed: 8/22/2007

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ALL THE GOOD THINGS WRAPPED UP IN ONE							
UNITED STATES	T01214US0	11/6/1981	335,953			ABANDONED	
AUNT SWEETIE'S BAKERY							
UNITED STATES	T01919US0	11/25/1997	75/395,975	12/28/1999	2,304,689	ABANDONED	30
BEARS DESIGN							
UNITED STATES	T01026US0	7/13/1989	812,298	6/26/1990	1,603,942	ABANDONED	30
CHOCOLATE ROYALE							
UNITED STATES	T00896US0	5/17/1991	167,669	6/2/1992	1,690,394	ABANDONED	30
JUNIOR							
UNITED STATES	T-06/87-43	5/31/1988	731,849			ABANDONED	30
UNITED STATES	T01208US1	11/20/1986	631,311			ABANDONED	30
UNITED STATES	T01208US2	11/12/1981	336,961			ABANDONED	30
JUNIORS							
UNITED STATES	T01209US0	5/31/1988	731,860			ABANDONED	30
UNITED STATES	T01209US1	7/6/1981	317,827			ABANDONED	30
UNITED STATES	T01209US2	11/20/1986	631,312			ABANDONED	30
JUST FOR KIDS							
UNITED STATES	T01206US0	10/1/1990	102,054			ABANDONED	30
KANDY KAKES							
CANADA	T00645CA0	9/21/1999	1,029,591	4/19/2002	560,437	REGISTERED	
MEXICO	T00645MX0	10/10/1999	395813	2/29/2000	644796	REGISTERED	30
KOFFEE KAKE							
UNITED STATES	T01212US0	12/18/1981	342,249			ABANDONED	30
KREEPY KAKES							
UNITED STATES	T02545US0	7/7/1999	75/744,615	3/21/2000	2,333,381	REGISTERED	30
KREME BARS							
UNITED STATES	T02255US0	8/21/1998	75/540,503	10/31/2000	2,401,053	ABANDONED	30
KRIMPETS							
CANADA	T00774CA0	9/21/1999	1,029,648	4/24/2002	560,670	REGISTERED	
MEXICO	T00774MX0	10/20/1999	395814	2/29/2000	644797	REGISTERED	30
RUNNING BAKER BOY DESIGN							
UNITED STATES	T01216US0	12/18/1981	342,248	4/12/1983	1,234,785	ABANDONED	30
SNAK 'N FRESH							
UNITED STATES	T01920US0	11/25/1997	75/395,848	10/12/1999	2,286,433	ABANDONED	30
TANDY TAKES							
UNITED STATES	T01213US0			8/8/1972	940,598	ABANDONED	30

TRADEMARK

REEL: 003617 FRAME: 0786

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TASTY BEARS							
UNITED STATES	T01199US0	5/15/1989	800,119			ABANDONED	30
TASTY SINGLES							
UNITED STATES	T01198US0	7/14/1992	294,506			ABANDONED	30
TASTY TWISTS							
UNITED STATES	T-06/87-42	11/20/1986	631,310	12/26/1989	1,574,071	ABANDONED	30
TASTYBAR							
UNITED STATES	T00208US0	3/21/1995	74,649,429			ABANDONED	30
UNITED STATES	T00208US1	12/4/1991	228,429			ABANDONED	30
UNITED STATES	T00208US2	8/17/1984	495,431	2/4/1986	1,381,669	ABANDONED	30
UNITED STATES	T00208US3	8/17/1984	495,430	2/4/1986	1,381,668	ABANDONED	30
UNITED STATES	T00208US4	8/17/1984	495,429	2/4/1986	1,381,667	ABANDONED	30
UNITED STATES	T00208US5	8/17/1984	495,432	2/4/1986	1,381,670	ABANDONED	30
UNITED STATES	T00208US6	8/17/1984	495,438	2/4/1986	1,381,671	ABANDONED	30
TASTYCLASSIC							
UNITED STATES	T01203US0	4/23/1991	160,081			ABANDONED	30
TASTYFREE							
UNITED STATES	T01200US0	12/17/1990	124,392			ABANDONED	30
TASTY-FREE							
UNITED STATES	T01201US0	12/17/1990	124,391			ABANDONED	30
TASTYKAKE							
CANADA	T00646CA0	9/21/1999	1,029,590	4/19/2002	560,429	REGISTERED	
MEXICO	T00646MX0	10/20/1999	395812			PENDING	30
TASTYKAKE OVEN FRESH COOKIES							
UNITED STATES	T01210US0	11/25/1986	632,481			ABANDONED	30
UNITED STATES	T01210US1	11/25/1986	632,496			ABANDONED	30
TASTYKARE PACKAGE							
UNITED STATES	T00094US0	12/27/1989	014,623	12/10/1991	1,668,048	ABANDONED	30
TASTYKLASSIC							
UNITED STATES	T01204US0	4/23/1991	160,082			ABANDONED	30
TASTYLIGHTS							
UNITED STATES	T00337US0	11/28/1990	118,858	1/26/1993	1,749,523	ABANDONED	30
TASTYLITES							
UNITED STATES	T01202US0	11/28/1990	118,857			ABANDONED	30
TBC & DESIGN							
UNITED STATES	T01207US0			11/18/1969	881,001	ABANDONED	46

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TBC AND DESIGN							
UNITED STATES	T01215US0	11/12/1981	336,976			ABANDONED	30
TEENS							
UNITED STATES	T01211US0	7/6/1981	317,885			ABANDONED	30
THE COFFEE BREAK							
UNITED STATES	T01205US0	10/1/1990	74/102,055			ABANDONED	30
TROPICAL DELIGHTS							
MEXICO	T02589MX0	10/20/1999	395815	2/29/2000	644798	REGISTERED	30
END OF REPORT						TOTAL ITEMS SELECTED =	47

Tastycake Investment Company

Trademark Report by Mark

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BACKPACK SNACKS							
UNITED STATES	T02927US0	7/3/2001	76/279,600	10/29/2002	2,642,234	REGISTERED	30
BAKERY PRODUCT DESIGN							
UNITED STATES	T03590US00	4/19/2005	78/611,853	8/1/2006	3,123,063	REGISTERED	30
BUNNY TREATS							
UNITED STATES	T03572US00	1/31/2005	78/557,104			ABANDONED	30
BUNNYTRAIL TREAT							
UNITED STATES	T00509US0	1/26/1994	483,527	1/31/1995	1,876,801	ABANDONED	30
CREAMIE							
UNITED STATES	T00808US0	11/20/1986	73/631,313	7/19/1988	1,496,928	REGISTERED	30
CREAMIES (Stylized)							
UNITED STATES	T00776US0		72/265,147	7/18/1967	0,832,287	REGISTERED	30
CUPID KAKE							
UNITED STATES	T00508US0	12/22/1993	474,458	3/28/1995	1,886,231	ABANDONED	30
EASY TO PASS ON. HARD TO PASS UP.							
UNITED STATES	T03801US00	2/16/2007	77/109,468			PENDING	30
FROSTY KANDY KAKES							
UNITED STATES	T00505US0	4/12/1994	511,657	8/1/1995	1,908,687	ABANDONED	30
GOLD COLLECTION							
UNITED STATES	T00340US0	1/18/1991	131,647	9/14/1993	1,792,790	ABANDONED	30
JUNIOR							
UNITED STATES	T01208US3	10/19/1999	75/826,630	7/25/2000	2,371,355	REGISTERED	30
JUNIORS							
UNITED STATES	T01209US3	10/19/1999	75/826,663	7/25/2000	2,371,356	REGISTERED	30
KANDY KAKES							
UNITED STATES	T00645US0	7/6/1981	73/317,759	4/5/1983	1,233,809	REGISTERED	30
KOFFEE KAKE							
UNITED STATES	T01212US1	3/18/1998	75/452,092			ABANDONED	30
KREAMIES							
UNITED STATES	T03587US00	4/1/2005	78/600,052			ALLOWED	30
KREME KRIMPIES							
UNITED STATES	T00644US0	9/15/1994	74/573,851	1/14/1997	2,030,719	ABANDONED	30
KREME KUPS							
UNITED STATES	T00827US0	8/28/1987	73/681,196	3/14/1989	1,529,898	REGISTERED	30

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REEL: 003617 FRAME: 0789

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
KRIMPETS							
UNITED STATES	T00774US0		71/250,477	9/27/1927	0,233,391	REGISTERED	30
KRINGLE KAKES							
UNITED STATES	T00507US0	2/23/1994	74/493,759	11/14/1995	1,934,730	REGISTERED	30
KUPIDKAKES							
UNITED STATES	T03369US00	2/6/2004	76/574,843	1/25/2005	2,920,565	REGISTERED	30
MRS. BAUER'S BAKERY							
UNITED STATES	T02763US0	8/21/2000	76/114,859			ABANDONED	30
NOW THAT'S TASTY							
UNITED STATES	T03458US00	4/22/2004	76/588,830	1/31/2006	3,056,007	REGISTERED	30
PASTRY POCKETS							
UNITED STATES	T00059US0	10/11/1990	105,073	8/18/1992	1,709,437	ABANDONED	30
UNITED STATES	T00059US1	7/30/2002	76/435,686			ABANDONED	30
SANTA SNACKS							
UNITED STATES	T03354US0	12/17/2003	76/567,394	1/2/2007	3,190,431	REGISTERED	30
SENSABLES							
UNITED STATES	T03451US0	3/30/2004	76/583,972	12/19/2006	3,187,760	REGISTERED	30
SPARKLE KAKES							
UNITED STATES	T00590US0	5/4/1994	522,077	8/6/1996	1,991,716	ABANDONED	30
ST PATTY'S TREATS							
UNITED STATES	T03362US0	1/23/2004	76/572,430	2/21/2006	3,060,725	REGISTERED	30
ST. PATTY'S TREATS							
UNITED STATES	T00589US0	10/27/1994	74/591,115	5/7/1996	1,973,485	ABANDONED	30
SWEETIE KAKES							
UNITED STATES	T01955US0	1/14/1998	75/417,740	3/9/1999	2,230,545	REGISTERED	30
T AND DESIGN							
UNITED STATES	T00648US0	11/6/1981	335,954	3/8/1983	1,230,175	REGISTERED	30
T PLUS DESIGN							
UNITED STATES	T00689US0	12/16/1982	406,169	5/8/1984	1,277,275	REGISTERED	30
T TASTYKAKE & DESIGN							
UNITED STATES	T00426US0		72/324,662	2/3/1970	0,885,577	REGISTERED	30
T TASTYKAKE AND DESIGN							
UNITED STATES	T00649US0	11/12/1981	73/336,977	5/3/1983	1,236,610	REGISTERED	30
TASTY BREAKS							
UNITED STATES	T00775US0		72/263,326	10/3/1967	0,836,412	REGISTERED	30

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TASTY GRAHAMS							
UNITED STATES	T03585US00	4/1/2005	78/599,833	7/17/2007	3,265,941	REGISTERED	30
TASTY MINIS							
UNITED STATES	T00428US0	5/10/1991	165,314	1/25/1994	1,818,533	ABANDONED	30
UNITED STATES	T00428US01	5/6/2005	78/624,906			ALLOWED	30
TASTY MINI'S							
UNITED STATES	T03141US0	6/10/2002	76/419,116			ABANDONED	30
TASTY TOO							
UNITED STATES	T00427US0	7/1/1992	291,106	5/31/1994	1,838,449	ABANDONED	30
TASTY TWEETS							
UNITED STATES	T01954US0	1/14/1998	75/417,725	8/3/1999	2,267,760	REGISTERED	30
TASTY TWISTS							
UNITED STATES	T00904US0	7/19/1991	74/186,503	6/30/1992	1,697,864	REGISTERED	30
TASTYBAR							
UNITED STATES	T00208US7	12/16/2000	75/873,555			ABANDONED	30
TASTYBREAKS							
UNITED STATES	T03695US00	3/27/2006	78/847,107			ALLOWED	30
TASTYKAKE							
UNITED STATES	T00646US0	7/6/1981	73/317,760	2/15/1983	1,227,724	REGISTERED	30
UNITED STATES	T00646US1	12/15/1982	406,143	5/1/1984	1,276,454	REGISTERED	30
TASTYKAKE & DESIGN							
UNITED STATES	T00431US0	4/21/1959	72/071,976		0,696,852	REGISTERED	30
TASTYKAKE AND DESIGN							
UNITED STATES	T03439US00	3/11/2004	76/580,792	11/8/2005	3,012,640	REGISTERED	30
TASTYKAKE BAKERY FRESH & DESIGN							
UNITED STATES	T00430US0	1/30/1990	74/023,953	11/6/1990	1,621,499	REGISTERED	30
TASTYKAKE BAKERY FRESH CLASSIC BAKED GOODS							
UNITED STATES	T02696US0	5/18/2000	76/051,655	4/9/2002	2,558,010	REGISTERED	030
TASTYKAKE BAKERY FRESH SNAK BARS							
UNITED STATES	T02006US0	3/10/1998	75/447,907	7/27/1999	2,264,522	ABANDONED	30
TASTYKAKE BAKERY FRESH TROPICAL DELIGHTS							
UNITED STATES	T01994US0	3/3/1998	75/443,893	6/18/2002	2,582,559	REGISTERED	30
TASTYKAKE BUNNY TREATS							
UNITED STATES	T03727US00	7/10/2006	78/925,984	5/15/2007	3,242,052	REGISTERED	30
TASTYKAKE DOUBLICIOUS							
UNITED STATES	T03657US0	10/31/2005	78/743,774			ALLOWED	30

TRADEMARK

REEL: 003617 FRAME: 0791

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TASTYKAKE PLUS DESIGN							
UNITED STATES	T00690US0	11/6/1981	335,952	4/3/1984	1,272,977	REGISTERED	30
TASTYKAKE SENSABLES							
UNITED STATES	T03484US00	6/8/2004	76/596,412	8/1/2006	3,124,056	REGISTERED	30
TASTYKAKE SNAK BARS							
UNITED STATES	T03633US00	7/28/2005	78/680,574	12/5/2006	3,179,937	REGISTERED	30
TASTYKARE							
UNITED STATES	T00094US1	12/27/1989	74/014,627	12/10/1991	1,668,049	REGISTERED	30
TASTY-KLAIR							
UNITED STATES	T00429US0	11/20/1969	72/344,083	7/14/1970	0,894,734	REGISTERED	30
UNITED STATES	T00429US01	5/18/2004	76/593,146	6/28/2005	2,963,842	REGISTERED	30
TEMPTYS							
UNITED STATES	T00647US0	7/6/1981	317,594	2/15/1983	1,227,723	ABANDONED	30
THE CHOCOLATE CHOICE							
UNITED STATES	T00338US0	10/1/1990	74/102,052	3/23/1993	1,760,743	REGISTERED	30
THE COLLEGIATE							
UNITED STATES	T00336US0	10/1/1990	74/102,051	3/23/1993	1,760,742	REGISTERED	30
THE MIX AND MATCH PACK							
UNITED STATES	T00339US0	10/1/1990	102,053	3/23/1993	1,760,744	ABANDONED	30
TIME FOR A TASTY BREAK							
UNITED STATES	T00688US0	11/4/1982	401,600	5/22/1984	1,279,139	REGISTERED	30
WHIRLY TWIRLS							
UNITED STATES	T03017US0	1/22/2002	76/361,283			ABANDONED	30
WITCHY GOOD TREAT							
UNITED STATES	T00506US0	4/11/1994	512,148	4/11/1995	1,888,720	ABANDONED	30
WITCHY TREATS							
UNITED STATES	T03586US00	4/1/2005	78/599,867			ALLOWED	30
END OF REPORT				TOTAL ITEMS SELECTED = 68			

TRADEMARK

REEL: 003617 FRAME: 0792

EXHIBIT "C"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT

Copyrights

- | | |
|---|-------|
| 1. <u>Tasty Baking Company.</u> | None. |
| 2. <u>Tastykake Investment Company.</u> | None. |
| 3. <u>TBC Financial Services, Inc..</u> | None. |
| 4. <u>Tasty Baking Oxford, Inc..</u> | None. |

EXHIBIT "D"
TO
PATENTS, TRADEMARKS,
COPYRIGHTS AND LICENSES SECURITY AGREEMENT

Licenses

- | | |
|---|-------|
| 1. <u>Tasty Baking Company.</u> | None. |
| 2. <u>Tastykake Investment Company.</u> | None. |
| 3. <u>TBC Financial Services, Inc..</u> | None. |
| 4. <u>Tasty Baking Oxford, Inc..</u> | None. |