

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: **5**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

LEXIS Document Services
PO BOX 2969
Springfield, IL 62708

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Otis Spunkmeyer, Inc.
14490 Catalina Street
SAN LEANDRO, CA 94577

Social Security/Tax ID # _____

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

FILED WITH:

AL-Shelby County

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

General Electric Capital Corporation, as
Collateral Agent
335 Madison Avenue, 12th Fl./Merchant
Banking Group
NEW YORK, NY 10017

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

See Schedule I attached hereto and made a part hereof.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

0	0	0	3	0	0
0	0	1	6	0	0
1	0	0	7	0	0
1	0	1	8	0	0
1	0	2	9	0	0
1	0	3	9	0	1
2	0	0	9	0	2

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected.

☐ acquired after a change of name, identity or corporate structure of debtor

☒ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ **31,723.00**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **47.58**

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature - see Box 6)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

General Electric Capital Corporation, as

Collateral Agent

Signature(s) of Debtor(s)

Otis Spunkmeyer, Inc

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

SCHEDULE I to UCC-1

Schedule I to UCC-1

Financing Statement Made By

OTIS SPUNKMEYER, INC.
(the "Debtor")

in favor of

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Agent
(the "Secured Party")

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Trade and Fictitious Name(s) of the Debtor:

Otis Spunkmeyer

Item 1. This financing Statement is in favor of the following SECURED PARTY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent
335 Madison Avenue, 12th Floor
Merchant Banking Group
New York, New York 10017

Item 2. This Financing Statement covers all of the right, title and interest of the Debtor in, to and under all of the following, whether now existing or hereafter from time to time acquired: (i) each and every Receivable, (ii) all Contracts, together with all Contract Rights arising thereunder, (iii) all Inventory, (iv) all Equipment, (v) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of such Debtor symbolized by the Marks, (vi) the Cash Collateral Account established for such Debtor and all moneys securities and instruments deposited or required to be deposited in such Cash Collateral Account, (vii) all Patents and Copyrights and all reissues, renewals or extensions thereof, (viii) all computer programs of such Debtor and all intellectual property rights therein and all other proprietary information of such Debtor, including, but not limited to, Trade Secrets Rights, (ix) all insurance policies, (x) all other Goods, General Intangibles, Chattel Paper, Documents and Instruments (other than the Pledged Securities), and (xi) all Proceeds and products of any and all of the foregoing (all of the above collectively, the "Collateral").

The security interest of the Collateral Agent under this Financing Statement extends to all Collateral of the kind which is the subject of this Financing Statement which any Debtor may acquire at any time during the continuation of this Financing Statement.

The following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Accounts" shall mean all "accounts", as such term is defined in the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York, now owned or hereafter acquired by the Debtor and, in any event, shall include (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by chattel paper, documents or instruments) now owned or hereafter received or acquired by or belonging or owing to, the Debtor, whether arising out of goods sold or services rendered by it or from any other transaction (including any such obligations which may be characterized as an account or contract right under the UCC), (b) all of the Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, (c) all of each the Debtor's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all monies due or to become due to the Debtor under all purchase orders and contracts for the sale of goods or the performance of services or both by such Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of such Debtor) now or hereafter in existence, including the right to receive the proceeds of said purchase orders and contracts, and (e) all collateral security and guarantees of any kind, now or hereafter in existence, given by any Person with respect to any of the foregoing.

"Agreement" shall mean the Security Agreement, dated as of November __, 1998, among Otis Spunkmeyer, Inc., various Subsidiaries, and General Electric Capital Corporation as Collateral Agent, as the same may be modified, supplemented or amended from time to time in accordance with its terms.

"Borrower" shall mean Otis Spunkmeyer, Inc..

"Cash Collateral Account" shall mean a non-interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Collateral Agent for the benefit of the Secured Creditors.

"Chattel Paper" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York.

"Collateral" shall have the meaning set forth in the first paragraph of Item 2 above.

"Collateral Agent" shall have the meaning specified in the first paragraph of the Agreement.

"Contract Rights" shall mean all rights of the Debtor (including, without limitation, all rights to payment) under each Contract.

"Contracts" shall mean all contracts between the Debtor and one or more additional parties (including, without limitation, any Secured Interest Rate Agreement and related documents entered into in connection therewith) to the extent the grant by the Debtor of a security interest pursuant to the Agreement in its right, title and interest in any such contract is not prohibited by such contract without the consent of any other party thereto or would not give any other party to such contract the right to terminate its obligations thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by the Debtor of a security interest pursuant to the Agreement in any account or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Copyrights" shall mean any United States or foreign copyright owned by the Debtor now or hereafter, including any registration of any copyrights, in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a United States or foreign copyright registration now or hereafter made with the United States Copyright Office or the equivalent thereof in any foreign jurisdiction by the Debtor.

"Credit Agreement" shall have the meaning provided in the first WHEREAS clause of the Agreement.

"Debtor" shall have the meaning set forth in the preamble to Schedule I to this Financing Statement.

"Documents" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York, now or hereafter owned by the Debtor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, fixtures now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York.

"Goods" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York.

"Hypothecation Agreement" shall have the meaning set forth in Section 5.01(k)(I) of the Credit Agreement.

"Instrument" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York.

"Inventory" shall mean any "inventory", as such term is defined in the Uniform Commercial Code as in effect on the date of the Agreement in the State of New York, now or hereafter owned by the Debtor, wherever located, and in any event including inventory,

merchandise, goods and other personal property which are held by or on behalf of the Debtor for sale or lease or are furnished or are to be furnished under a contract of service, or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in such Debtor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including other supplies.

"Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by the Debtor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the Debtor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by the Debtor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by the Debtor in the United States or any foreign country.

"Patents" shall mean any United States or foreign patent to which the Debtor now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by such Debtor.

"Person" shall mean any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof.

"Pledge Agreement" shall mean the Pledge Agreement, dated as of the date hereof, among the Borrower, the other pledgors party thereto and the Collateral Agent, as Pledgee.

"Pledged Securities" shall mean all the Pledged Securities as defined in the Pledge Agreement or the Hypothecation Agreement.

"Pledgee" shall have the meaning provided in the Pledge Agreement.

"Proceeds" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in the State of New York on the date of the Agreement or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall mean any Accounts.

"Secured Creditors" shall have the meaning provided in the second WHEREAS clause of the Agreement.

"Secured Interest Rate Agreements" shall have the meaning provided in the second WHEREAS clause of the Agreement.

"Subsidiaries" shall have the meaning set forth in Section 10 of the Credit Agreement.

"Trade Secret Rights" shall mean the rights of the Debtor in any Trade Secret it holds.

"Trade Secrets" means any secretly held existing engineering and other data, information, production procedures and other know-how relating to the design, manufacture, assembly, installation, use, operation, marketing, sale and servicing of any products or business of the Debtor worldwide whether written or not written.

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02:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CRH 67.70