

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of the conveyance from an assignment of the entire interest and good will to a security agreement previously recorded on Reel 001450 Frame 075. Assignor(s) hereby confirms the Trademark Collateral Assignment and Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holden Foods, Inc.		03/26/1996	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Harris Trust and Savings Bank
Street Address:	111 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60690
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1898243	FARINA CREAMY HOT WHEAT CEREAL
Registration Number:	1926613	FARINA MILLS

CORRESPONDENCE DATA

Fax Number: (617)646-8646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-646-8000
 Email: drwtrademarks@wolfgreenfield.com
 Correspondent Name: Douglas R. Wolf
 Address Line 1: 600 Atlantic Avenue
 Address Line 2: Wolf Greenfield
 Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Douglas R. Wolf
Signature:	/drw/

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Date:

04/14/2005

Total Attachments: 9

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Filed as Trademark 2/11/96

Tab settings

To the Honorable Commissioner of



Attached original documents or copy thereof.

Name of conveying party(ies): Holden Foods, Inc. 1730 North Clark Street Suite 1105 Chicago, Illinois 60614

RECEIVED MAR 29 1996 RECEIPT ACCTING. DIV.

Address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60690

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Illinois Banking Corporation

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

Nature of conveyance:

- Assignment Security Agreement Other Merger Change of Name

Execution Date: March 26, 1996

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,926,613 1,898,243

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Mr. Terry Reed-Adams

Internal Address:

C/O Chapman and Cutler

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$

- Enclosed Authorized to be charged to deposit account

B. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Terry Reed-Adams Name of Person Signing

[Signature] Signature

March 27, 1996 Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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**HOLDEN FOODS, INC.
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS AGREEMENT is made on the 26th day of March, 1996, between Holden Foods, Inc., a Minnesota corporation having a mailing address at 1730 North Clark Street, Suite 1105, Chicago, Illinois 60614 ("Assignor") and Harris Trust and Savings Bank (the "Bank") having a mailing address at 111 West Monroe Street, Chicago, Illinois 60690.

BACKGROUND. In order to induce the Bank to make loans and other financial accommodations to Assignor from time to time, Assignor has agreed to assign to the Bank certain trademark rights. Assignor has previously executed and delivered to the Bank a Security Agreement Re: Inventory, Contract Rights and Receivables dated as of August 18, 1994 (the "Security Agreement") under which the Bank is granted a lien on and security interest in accounts, receivables, inventory, documents, contract rights, general intangibles and records, and products, proceeds and insurance.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Security Agreement), Assignor hereby grants, assigns and conveys to the Bank the entire right, title and interest in and to the trademarks listed on Schedule A-1 hereto and the trademark licenses listed in Schedule A-2 hereto (as each of the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable and are not the subject of any challenge to their validity or enforceability;

(b) Each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person and no claim for trademark infringement has been commenced against Assignor in connection with any of the Trademarks;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens,

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charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, to the extent required by law; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to the Bank and its employees and agents the right to visit Assignor's facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by the Bank to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full and any commitment of the Bank to extend credit to or for the account of Assignor shall have terminated or expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without the Bank's prior written consent.

5. If, before the Obligations shall have been satisfied in full and any commitment of the Bank to extend credit to or for the account of Assignor shall have terminated or expired, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give the Bank prompt written notice thereof.

6. Assignor authorizes the Bank to modify this Agreement by amending Schedule A-1 to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until the Assignor fails to pay any of the Obligations when due (an "Event of Default"), the Bank hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of the Bank.

8. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those 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 Trademarks may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Assignor's license under the Trademarks, as set forth in paragraph 7 hereof, shall terminate forthwith upon any sale or other disposition of such Trademarks hereunder. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Obligations or the Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations and all commitments, if any, of the Bank to extend credit to or for the account of Assignor shall have terminated or expired, this Agreement shall terminate and the Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate prescribed in the Security Agreement.

11. Assignor shall have the duty, through counsel acceptable to the Bank, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and all commitments, if any, of the Bank to extend credit to or for the account of Assignor shall have terminated or expired, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the

Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Bank.

12. Assignor shall have the right, with the prior written consent of the Bank, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Bank may, if necessary, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph 12.

13. Assignor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, the Bank may do so in Assignor's name or in the Bank's name, but at Assignor's expense, and Assignor hereby agrees to reimburse the Bank in full for all expenses, including attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Security 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.

16. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held 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.

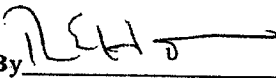
18. This Agreement is subject to modification only by a writing signed by the Bank and the Assignor, except as provided in paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Illinois.

WITNESS the execution hereof as of the day and year first above written.

HOLDEN FOODS, INC.

By 

R. Emmett Holden
President and Secretary

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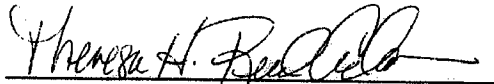
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CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 26th day of March, 1996, personally appeared R. Emmett Holden to me known personally, and who, being by me duly sworn, deposes and says that he is the President and Secretary of Holden Foods, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:



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SCHEDULE A-1

TRADEMARKS

SCHEDULE OF INTELLECTUAL PROPERTY ASSETS

A. FEDERAL TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Farina Mills	1,926,613	October 10, 1995
Farina Creamy Hot Wheat Cereal	1,898,243	June 6, 1995



B. STATE TRADEMARKS

NONE

C. FOREIGN TRADEMARKS

NONE

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SCHEDULE A-2

TRADEMARK LICENSES

NONE

RECORDED: 03/29/1996

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RECORDED: 04/14/2005

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