

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
PII Packaging, L.L.C.		07/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as US Administrative Agent		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78818025	BAKER'S BOUNTY	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monore Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	209796-00026		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	07/14/2006		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, PII Packaging, L.L.C., a Delaware limited liability company (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered into a Credit Agreement dated as of July 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with other Persons from time to time party thereto and JPMorgan Chase Bank, N.A., as US Administrative Agent (“Agent”), providing for extensions of credit and other financial accommodations to be made to, among other Persons, Grantor; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, the other Persons from time to time party thereto and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 6th day of July, 2006.

COUNTERPART SIGNATURE PAGES

PIIPACKAGING, L.L.C.



Donald K. Thorp

Manager


Title (if applicable)

July 6, 2006

Date

Acknowledged:

JPMORGAN CHASE BANK, N.A., as US Administrative Agent


By: 
Name: Patrick J. Fravel
Title: Vice President
JP Morgan Chase Bank, N.A.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003348 FRAME: 0585

SCHEDULE 1
(to Trademark Security Agreement)

BAKERS BOUNTY, L.L.C.
MASTER TRADEMARK CHART

COUNTRY	MARK	OWNER	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS
United States		PII Packaging, L.L.C.	7881 8025	February 17, 2006			Distributorship services in the field of ingredients for the food, flavor, fragrance, nutritional, and pharmaceutical products industries.	Pending

TRADEMARK

REEL: 003348 FRAME: 0586

RECORDED: 07/14/2006