

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Source Finance LLC		01/25/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	IBF Fund Liquidating LLC
Street Address:	425 Park Avenue
Internal Address:	c/o Kaye Scholer LLP, Attn: Arthur Steinberg, Esq.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	72429054	EREWHON
Serial Number:	73480149	OATIOS
Serial Number:	73481103	EREWHON
Serial Number:	73601664	BARLEY PLUS
Serial Number:	73610622	FRUIT-E-O'S
Serial Number:	73656158	NEW MORNING
Serial Number:	73744842	AZTEC
Serial Number:	74059234	APPLE STROODLES
Serial Number:	74143426	EREWHON
Serial Number:	74150034	OUR GREAT TASTE COMES NATURALLY
Serial Number:	74150127	EREWHON
Serial Number:	74178340	U.S. MILLS
Serial Number:	74243496	BANANA O'S

CH \$690.00 72429054

Serial Number:	74368109	FARINA CREAMY HOT WHEAT CEREAL
Serial Number:	74463401	FARINA MILLS
Serial Number:	74488212	UNCLE SAM
Serial Number:	74660270	RICE TWICE
Serial Number:	75028947	CORNFETTI
Serial Number:	75048277	WAFFLERS
Serial Number:	75276894	COCOMOTION
Serial Number:	76285553	ULTIMATE OAT BRAN
Serial Number:	78237402	GRAHAM-WICHES
Serial Number:	78394081	UNCLE SAM
Serial Number:	78410461	SUPER-O'S
Serial Number:	78410467	GALAXY GRAHAMS
Serial Number:	78786613	NEW MORNING
Serial Number:	76061269	NEW MORNING

CORRESPONDENCE DATA

Fax Number: (212)836-6512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-836-8736
Email: dtice@kayescholer.com
Correspondent Name: David A. Tice, Esq.
Address Line 1: 425 Park Avenue
Address Line 2: c/o Kaye Scholer LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Johanne Remy
Signature:	/s/ Johanne Remy
Date:	02/02/2007

Total Attachments: 6
source=IBF-US Mills IBF Fund Trademark Assignment 1-25-2007#page1.tif
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source=IBF-US Mills IBF Fund Trademark Assignment 1-25-2007#page6.tif

ASSIGNMENT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, U.S. Mills, Inc., a Delaware corporation (the "Borrower"), owns the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Borrower was obligated to CapitalSource Finance LLC, as lender (referred to herein as the "Grantor") pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of November 10, 2005 (the "Original Security Agreement") made by the Borrower and the Grantor for the payment and performance of the Obligations (as defined in the Original Security Agreement);

WHEREAS, pursuant to the Original Security Agreement and the Intellectual Property Security Agreement, dated as of November 10, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Trademark Agreement" and collectively with the Original Security Agreement, referred to herein as the "Original Security Documents"), the Borrower granted to Grantor a security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Trademarks (the "Original Security Interest"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Borrower's obligations under the Original Security Documents, which Original Security Interest was recorded at the United States Patent and Trademark Office at reel/frame 3199/0671 and 3239/0456;

WHEREAS, Grantor entered into the Assignment of Loan Documents, dated as of October 23, 2006 (the "Assignment Agreement"), by Grantor to IBF Fund Liquidating LLC ("New Lender"), whereby the Grantor has assigned all of its right, title and interest under the Original Security Documents and all other rights and remedies granted to the Grantor under the Original Security Documents to New Lender, including, without limitation, all of Grantor's right, title and interest and remedies with respect to the Trademarks;

WHEREAS, the Borrower is now obligated to New Lender (as assignee of Grantor) in the same manner as outlined in the Original Trademark Agreement, by Sunset Brands, Inc. and the Borrower in favor of New Lender (as assignee of Grantor) and the Borrower has granted to New Lender a security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Collateral, to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor assigns, without recourse, representation or warranty, its security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Collateral, and the Borrower does hereby confirm the grant to New Lender of a security interest in, and

mortgage on, the Collateral to secure the prompt payment, performance and observance of the Borrower's obligations under the Original Security Documents.

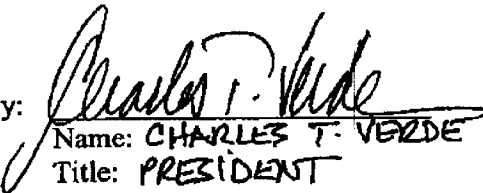
The Borrower does hereby further acknowledge and affirm that the rights and remedies of New Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Original Trademark Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantor does hereby confirm that it has released, relinquished and discharged all of its rights and remedies with respect to the Collateral.

New Lender's address is IBF Fund Liquidating LLC, c/o Kaye Scholer LLP, 425 Park Avenue, New York, New York 10022, Attn: Arthur J. Steinberg, Esq., Facsimile: (212) 836-8689.

IN WITNESS WHEREOF, the Borrower and the Grantor have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the 25th day of January 2007.

U.S. MILLS, INC.

By: 
Name: CHARLES T. VERDE
Title: PRESIDENT

CAPITALSOURCE FINANCE LLC, as Grantor

By: _____
Name:
Title:

mortgage on, the Collateral to secure the prompt payment, performance and observance of the Borrower's obligations under the Original Security Documents.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of New Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Original Trademark Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantor does hereby confirm that it has released, relinquished and discharged all of its rights and remedies with respect to the Collateral.

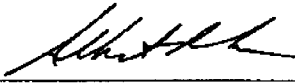
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IN WITNESS WHEREOF, the Borrower and the Grantor have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the 25th day of January 2007.

U.S. MILLS, INC.

By: _____
Name:
Title:

CAPITALSOURCE FINANCE LLC, as Grantor

By: 
Name: Albert Rocha
Title: Senior Counsel



Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3199/0671

Pages: 18

Received: 11/28/2005

Recorded: 11/28/2005

Attorney Dkt #: 013043.0354

Conveyance: SECURITY INTEREST

Total properties: 26

1	Serial #: 72429054 Mark: EREWHON	Filing Dt: 07/03/1972	Reg #: 969721	Reg. Dt: 10/02/1973
2	Serial #: 73480149 Mark: OATIOS	Filing Dt: 05/14/1984	Reg #: 1427655	Reg. Dt: 02/03/1987
3	Serial #: 73481103 Mark: EREWHON	Filing Dt: 05/21/1984	Reg #: 1333486	Reg. Dt: 04/30/1985
4	Serial #: 73601664 Mark: BARLEY PLUS	Filing Dt: 06/02/1986	Reg #: 1421349	Reg. Dt: 12/16/1986
5	Serial #: 73610622 Mark: FRUIT-E-O'S	Filing Dt: 07/21/1986	Reg #: 1459416	Reg. Dt: 09/29/1987
6	Serial #: 73656158 Mark: NEW MORNING	Filing Dt: 04/20/1987	Reg #: 1470855	Reg. Dt: 12/29/1987
7	Serial #: 73744842 Mark: AZTEC	Filing Dt: 08/08/1988	Reg #: 1536604	Reg. Dt: 04/25/1989
8	Serial #: 74059234 Mark: APPLE STROODLES	Filing Dt: 05/15/1990	Reg #: 1665522	Reg. Dt: 11/19/1991
9	Serial #: 74143426 Mark: EREWHON	Filing Dt: 03/01/1991	Reg #: 1701981	Reg. Dt: 07/21/1992
10	Serial #: 74150034 Mark: OUR GREAT TASTE COMES NATURALLY	Filing Dt: 03/22/1991	Reg #: 1680526	Reg. Dt: 03/24/1992
11	Serial #: 74150127 Mark: EREWHON	Filing Dt: 03/22/1991	Reg #: 1694682	Reg. Dt: 06/16/1992
12	Serial #: 74178340 Mark: U.S. MILLS	Filing Dt: 06/21/1991	Reg #: 1729653	Reg. Dt: 11/03/1992
13	Serial #: 74243496 Mark: BANANA O'S	Filing Dt: 02/05/1992	Reg #: 1756201	Reg. Dt: 03/02/1993
14	Serial #: 74368109 Mark: FARINA CREAMY HOT WHEAT CEREAL	Filing Dt: 03/15/1993	Reg #: 1898243	Reg. Dt: 06/06/1995
15	Serial #: 74463401 Mark: FARINA MILLS	Filing Dt: 11/26/1993	Reg #: 1926613	Reg. Dt: 10/10/1995
16	Serial #: 74488212	Filing Dt: 02/08/1994	Reg #: 1878790	Reg. Dt: 02/14/1995

Mark: UNCLE SAM

17	Serial #: <u>74660270</u>	Filing Dt: 04/07/1995	Reg #: <u>2018382</u>	Reg. Dt: 11/19/1996
	Mark: RICE TWICE			
18	Serial #: <u>75028947</u>	Filing Dt: 12/07/1995	Reg #: <u>2214924</u>	Reg. Dt: 12/29/1998
	Mark: CORNFETTI			
19	Serial #: <u>75048277</u>	Filing Dt: 01/25/1996	Reg #: <u>2040225</u>	Reg. Dt: 02/25/1997
	Mark: WAFFLERS			
20	Serial #: <u>75276894</u>	Filing Dt: 04/17/1997	Reg #: <u>2219627</u>	Reg. Dt: 01/19/1999
	Mark: COCOMOTION			
21	Serial #: <u>76061269</u>	Filing Dt: 06/01/2000	Reg #: <u>2694473</u>	Reg. Dt: 03/11/2003
	Mark: NEW MORNING			
22	Serial #: <u>76285553</u>	Filing Dt: 07/16/2001	Reg #: <u>2614931</u>	Reg. Dt: 09/03/2002
	Mark: ULTIMATE OAT BRAN			
23	Serial #: <u>78237402</u>	Filing Dt: 04/14/2003	Reg #: <u>2849801</u>	Reg. Dt: 06/01/2004
	Mark: GRAHAM-WICHES			
24	Serial #: <u>78394081</u>	Filing Dt: 03/31/2004	Reg #: <u>2999225</u>	Reg. Dt: 09/20/2005
	Mark: UNCLE SAM			
25	Serial #: <u>78410461</u>	Filing Dt: 04/29/2004	Reg #: NONE	Reg. Dt:
	Mark: SUPER-O'S			
26	Serial #: <u>78410467</u>	Filing Dt: 04/29/2004	Reg #: NONE	Reg. Dt:
	Mark: GALAXY GRAHAMS			

Assignor

1 U.S. MILLS, INC.

Exec Dt: 11/10/2005

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

1 CAPITALSOURCE FINANCE, LLC
 4445 WILLARD AVE.
 12TH FLOOR
 CHEVY CHASE, MARYLAND 20815

LIMITED

Entity Type: LIABILITY
 COMPANY

Citizenship: DELAWARE

Correspondence name and address

DARREN W. COLLINS
 2001 ROSS AVENUE
 SUITE 3000; PATTON BOGGS, LLP
 DALLAS, TX 75201

Search Results as of: 01/30/2007 03:11 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
 Web interface last modified: July 26, 2006 v.1.10

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3239/0456

Pages: 14

Received: 02/02/2006

Recorded: 02/02/2006

Attorney Dkt #: 013043.0354

Conveyance: SECURITY INTEREST

Total properties: 1

1 Serial #: 78786613 **Filing Dt:** 01/06/2006 **Reg #:** NONE **Reg. Dt:**
Mark: NEW MORNING

Assignor

1 U.S. MILLS, INC.

Exec Dt: 11/10/2005

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

1 CAPITALSOURCE FINANCE LLC
4445 WILLARD AVENUE
12TH FLOOR
CHEVY CHASE, MARYLAND 20815

LIMITED

Entity Type: LIABILITY COMPANY

Citizenship: DELAWARE

Correspondence name and address

DARREN W. COLLINS
2001 ROSS AVENUE
PATTON BOGGS LLP; SUITE 3000
DALLAS, TX 75201

Search Results as of: 01/30/2007 03:14 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: July 26, 2006 v.1.10