

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/07/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Mills, Inc.		02/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	USM Acquisition, LLC
Street Address:	200 Reservoir Street
Internal Address:	Suite 200
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78911342	EREWHON
Serial Number:	78410467	GALAXY GRAHAMS
Serial Number:	78786613	NEW MORNING
Serial Number:	78596941	OATS PLUS
Serial Number:	78410461	SUPER-O'S
Registration Number:	1665522	APPLE STROODLES
Registration Number:	1536604	AZTEC
Registration Number:	1756201	BANANA O'S
Registration Number:	1421349	BARLEY PLUS
Registration Number:	2219627	COCOMOTION
Registration Number:	2214924	CORNFETTI
Registration Number:	1701981	EREWHON

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Registration Number:	0969721	EREWHON
Registration Number:	1694682	EREWHON
Registration Number:	1333486	EREWHON
Registration Number:	1898243	FARINA CREAMY HOT WHEAT CEREAL
Registration Number:	1926613	FARINA MILLS
Registration Number:	1459416	FRUIT-E-O'S
Registration Number:	2849801	GRAHAM-WICHES
Registration Number:	2694473	NEW MORNING
Registration Number:	1470855	NEW MORNING
Registration Number:	1427655	OATIOS
Registration Number:	1680526	OUR GREAT TASTE COMES NATURALLY
Registration Number:	2018382	RICE TWICE
Registration Number:	1729653	U.S. MILLS
Registration Number:	2614931	ULTIMATE OAT BRAN
Registration Number:	2999225	UNCLE SAM
Registration Number:	1878790	UNCLE SAM
Registration Number:	2040225	WAFFLERS

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-842-8800
Email: DCTrademarks@dbr.com, Andrea.Engel@dbr.com
Correspondent Name: Linda T. Makings
Address Line 1: 1500 K Street, N.W., Ste. 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	43927/233818
NAME OF SUBMITTER:	Andrea L. Engel
Signature:	/Andrea L. Engel/
Date:	02/08/2007

Total Attachments: 9
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS and
TRADEMARK ASSIGNMENT**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS AND TRADEMARK ASSIGNMENT ("Release & Assignment") dated as of February 7, 2007, is made among IBF Fund Liquidating LLC, a Delaware limited liability company ("Collateral Agent"), U.S. Mills, Inc., a Delaware corporation ("Assignor") and USM Acquisition, LLC, a Delaware limited liability company ("Assignee") (each a "Party" and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, Assignor has adopted, is using and/or intends to use the trademarks set forth on Schedule A hereto, including the registrations and pending applications therefor and the goodwill of the Assignor's business symbolized thereby (the "Trademarks"), and owns all right, title and interest to the same, including the goodwill of the business associated therewith; and

WHEREAS, pursuant to a Revolving Credit, Term Loan and Security Agreement dated November 10, 2005, and a related Intellectual Property Security Agreement dated November 10, 2005 (collectively, the "Original Security Documents"), the latter of which was recorded in the records of the United States Patent and Trademark Office ("USPTO") at Trademark Reel 3199, Frame 0671 and at Trademark Reel 3239, Frame 0456, Assignor granted to CapitalSource Finance, LLC ("Receiving Party") a security interest in certain of the Trademarks; and

WHEREAS, pursuant to an Assignment of Loan Documents dated October 23, 2006, Receiving Party assigned all of its rights, title and interest in the Original Security Documents to Collateral Agent; and

WHEREAS, the Collateral Agent is successor in Receiving Party's interest in the Original Security Documents and wishes to, pursuant to that Asset Purchase Agreement dated December 21, 2006 by and between Collateral Agent and Assignee, to transfer and to cause Assignor to transfer all right, title and interest in and to the Trademarks, including the goodwill associated therewith, to Assignee; and

WHEREAS, concurrently with such transfer, the Collateral Agent wishes to release and terminate its security interest and liens in and on the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge:

1. Collateral Agent hereby assigns to Assignee any right, title and interest in and to the Trademarks it may have, without representation or warranty.

2. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademarks, without representation or warranty, including any registrations and/or applications therefor and the goodwill of the business symbolized thereby and the portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages,

profits and other compensation for any and all past and future infringements and unauthorized uses of the Trademarks.

3. Effective immediately after the assignments described in Sections 1 and 2, the Collateral Agent does hereby release its security interest in the Trademarks, and discharges, quit claims and relinquishes unto the Assignee (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks.

4. Assignor covenants and agrees that, upon the reasonable request and at the expense of Assignee, Assignor shall execute and furnish such documents, materials, information and/or assistance and do all other lawful acts reasonably necessary to perfect the assignment of the Trademarks to Assignee and otherwise carry out the intent of this Release & Assignment.

5. This Release & Assignment shall be binding upon each Party, each Party's successors and assigns, and upon all others acting by, through, with or under each Party's direction or control, and all those in privity therewith.

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IN WITNESS WHEREOF, the Parties have caused this Release & Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

**COLLATERAL AGENT -
IBEFUND LIQUIDATING LLC**



Name: Arthur Steinberg
Title: ICA Trustee, its Manager and Liquidating Agent
Date:

**ASSIGNOR -
U.S. MILLS, INC.**

Name:
Title:
Date:

**ASSIGNEE -
USM ACQUISITION, LLC**

Name:
Title:
Date:

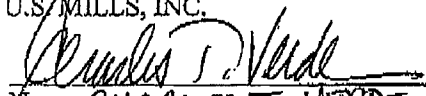
{Signature Page to Release of Security Interest in Trademarks and Trademark Assignment}

IN WITNESS WHEREOF, the Parties have caused this Release & Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

**COLLATERAL AGENT -
IBF FUND LIQUIDATING LLC**

Name: Arthur Steinberg
Title: ICA Trustee, its Manager and Liquidating Agent
Date:

**ASSIGNOR -
U.S. MILLS, INC.**



Name: CHARLES T. VERDE
Title: PRESIDENT
Date: FEB 1, 2007

**ASSIGNEE -
USM ACQUISITION, LLC**

Name:
Title:
Date:

[Signature Page to Release of Security Interest in Trademarks and Trademark Assignment]

IN WITNESS WHEREOF, the Parties have caused this Release & Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

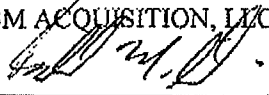
**COLLATERAL AGENT -
IBF FUND LIQUIDATING LLC**

Name: Arthur Steinberg
Title: ICA Trustee, its Manager and Liquidating Agent
Date:

**ASSIGNOR -
U.S. MILLS, INC.**

Name:
Title:
Date:

**ASSIGNEE -
USM ACQUISITION, LLC**







Name: Todd Simkin
Title: manager
Date:

[Signature Page to Release of Security Interest in Trademarks and Trademark Assignment]

Albert's

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS			
Country	Trademark	Registration No.	Issue Date
United States	APPLE STROODLES	1665522	November 19, 1991
United States	AZTEC Stylized 	1536604	April 25, 1989
United States	BANANA O'S	1756201	March 2, 1993
United States	BARLEY PLUS	1421349	December 16, 1986
United States	COCOMOTION	2219627	January 19, 1999
United States	CORNFETTI	2214924	December 29, 1998
United States	EREWHON	1701981	July 21, 1992
United States	EREWHON	969721	October 2, 1973
United States	EREWHON & Design 	1694682	June 16, 1992
United States	EREWHON & Design 	1333486	April 30, 1985
United States	FARINA CREAMY HOT WHEAT CEREAL & Design 	1898243	June 6, 1995
United States	FARINA MILLS	1926613	October 10, 1995
United States	FRUIT-E-O'S	1459416	September 29, 1987
United States	GRAHAM-WICHES	2849801	June 1, 2004

U.S. TRADEMARK REGISTRATIONS, cont'd

Country	Trademark	Registration No.	Issue Date
United States	NEW MORNING	2694473	March 11, 2003
United States	NEW MORNING	1470855	December 29, 1987
United States	OATIOS	1427655	February 3, 1987
United States	OUR GREAT TASTE COMES NATURALLY	1680526	March 24, 1992
United States	RICE TWICE	2018382	November 19, 1996
United States	U.S. MILLS	1729653	November 3, 1992
United States	ULTIMATE OAT BRAN	2614931	September 3, 2002
United States	UNCLE SAM	2999225	September 20, 2005
United States	UNCLE SAM	1878790	February 14, 1995
United States	WAFFLERS	2040225	February 25, 1997

U.S. TRADEMARK APPLICATIONS

Country	Trademark	Application No.	Filing Date
United States	EREWHON	78/911342	June 19, 2006
United States	GALAXY GRAHAMS	78/410467	April 29, 2004
United States	NEW MORNING	78/786613	January 6, 2006
United States	OATS PLUS	78/596941	March 29, 2005
United States	SUPER-O'S	78/410461	April 29, 2004

INTERNATIONAL TRADEMARK REGISTRATIONS

Country	Trademark	Registration No.	Issue Date
Canada	APPLE STROODLES	TMA405271	November 20, 1992
Canada	AZTEC	TMA378194	January 11, 1991
Canada	BARLEY PLUS	TMA342655	July 15, 1988
Canada	COCOMOTION	TMA500478	September 11, 1998
Canada	CORNFETTI	TMA482797	September 23, 1997
Canada	EREWHON	TMA632884	February 16, 2005
Canada	EREWHON	TMA196171	December 14, 1973
Canada	OATS PLUS	TMA531177	August 15, 2000
Canada	RICE TWICE	TMA479120	July 29, 1997
Canada	SUPER-O'S	TMA411642	April 30, 1993
Canada	U.S. MILLS NATURALS	TMA523560	February 22, 2000
Canada	UNCLE SAM	TMA444812	June 30, 1995
Canada	WAFFLERS	TMA479084	July 28, 1997
European Community	EREWHON	1652502	September 12, 2001
European Community	NEW MORNING	2791465	October 20, 2003

INTERNATIONAL TRADEMARK REGISTRATIONS, cont'd

Country	Trademark	Registration No.	Issue Date
European Community	U.S. MILLS	357319	October 15, 1998
Japan	UNCLE SAM	4011921	June 13, 1997
Lebanon	UNCLE SAM	64264	October 26, 1994
Mexico	UNCLE SAM	545881	April 8, 1997
Saudi Arabia	UNCLE SAM	385/69	October 7, 1996