

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
Alpha Baking Co., Inc.		02/23/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Harris N.A. (as successor by merger to Harris Trust and Savings Bank), as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2774757	ALPHA BAKING CO. INC.
Registration Number:	2658897	BAKED WITH YOUR HEALTH IN MIND
Registration Number:	2631426	CASTLE
Registration Number:	2834327	GRAINWAVES ORGANIC
Registration Number:	2621053	GREAT SANDWICHES START WITH GREAT BREAD
Registration Number:	2578653	KREAMO
Registration Number:	2964468	MARY ANN
Registration Number:	2723388	S. ROSEN'S
Registration Number:	2680235	S. ROSEN'S
Registration Number:	2996902	S. ROSEN'S MARY ANN
Registration Number:	2709078	S. ROSEN'S SINCE 1909
Serial Number:	78766414	S. ROSEN'S SINCE 1909 SWEET HAWAIIAN BREAD MADE WITH REAL PINEAPPLE

CORRESPONDENCE DATA

900071525

**TRADEMARK
 REEL: 003498 FRAME: 0126**

CH \$315.00 2774757

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1547736
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/13/2007

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 23rd day of February, 2007, Alpha Baking Co., Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 4545 W. Lyndale Avenue, Chicago, Illinois 60639, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A. (as successor by merger to Harris Trust and Savings Bank), a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors and Agent (the "*Security Agreement*").

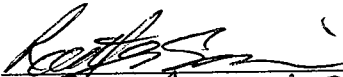
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALPHA BAKING CO., INC.

By 
Name: Robert G. Cruick
Title: Treasurer

Accepted and agreed to as of the date and year last above written

HARRIS, N.A. (as successor by merger to Harris
Trust and Savings Bank), as Agent

By _____
Name: _____
Title: _____

forth in the Security Agreement the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

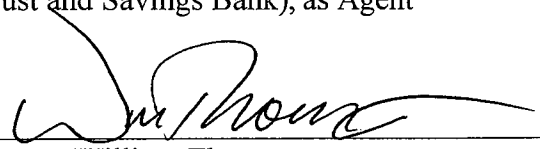
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALPHA BAKING CO., INC.

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written

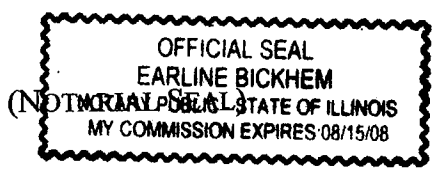
HARRIS, N.A. (as successor by merger to Harris Trust and Savings Bank), as Agent

By  _____
Name: William Thomson
Title: Vice President

STATE OF FL)
) SS
COUNTY OF Cook)

I, Earline Bickhem a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G Cruise, Treasurer of Alpha Baking Co., Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of February, 2007.



Earline Bickhem
Notary Public

My Commission Expires:

Earline Bickhem
(Type or Print Name)

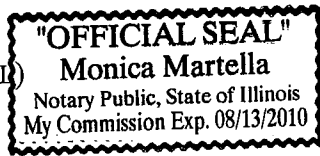
August 15th 2008

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Monica Martella, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Thomson, vice President of Harris N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of February, 2007.

(NOTARIAL SEAL)



Monica Martella
Notary Public

My Commission Expires:

(Type or Print Name)

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS**

MARK	REGISTRATION NUMBER	REGISTRATION DATE
ALPHA BAKING CO. INC.	2,774,757	10/21/2003
BAKED WITH YOUR HEALTH IN MIND and design	2,658,897	12/10/2002
CASTLE and design	2,631,426	10/8/2002
GRAINWAVES ORGANIC and design	2,834,327	4/20/2004
GREAT SANDWICHES START WITH GREAT BREAD	2,621,053	9/17/2002
KREAMO stylized	2,578,653	6/11/2002
MARY ANN	2,964,468	7/5/2005
S. ROSEN'S	2,723,388	6/10/2003
S. ROSEN'S and loaves design	2,680,235	1/28/2003
S. ROSEN'S MARY ANN and design	2,996,902	9/20/2005
S. ROSEN'S SINCE 1909 and design	2,709,078	4/22/2003
CARB RIGHT (Illinois State Registration)	093284	11/15/2004

TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	APPLICATION DATE
HAWAIIAN BREAD Logo (stylized and/or with design)	78/766,414	12/5/2005