

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> <tr> <td>American Capital Financial Services, Inc.</td> <td></td> <td>07/30/2007</td> <td>CORPORATION:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	American Capital Financial Services, Inc.		07/30/2007	CORPORATION:			
Name	Formerly	Execution Date	Entity Type								
American Capital Financial Services, Inc.		07/30/2007	CORPORATION:								
RECEIVING PARTY DATA											
Name:	GMAC Commercial Finance LLC										
Street Address:	1290 Avenue of the Americas, 3rd Floor										
City:	New York										
State/Country:	NEW YORK										
Postal Code:	10104										
Entity Type:	LIMITED LIABILITY COMPANY:										
PROPERTY NUMBERS Total: 12											
Property Type	Number	Word Mark									
Registration Number:	1726020	100% PURE									
Registration Number:	1665516	100% PURE									
Registration Number:	1852510	CANOLEO									
Registration Number:	0740285	CARY'S									
Registration Number:	0831170	CARY'S									
Registration Number:	1473400	CARY'S									
Registration Number:	0722057	DIXIE FRY									
Registration Number:	1852524	NEW YORK FLATBREADS									
Registration Number:	0206118	O.T.C.									
Registration Number:	1847810	SPRING TREE									
Registration Number:	1507410	THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1848									
Registration Number:	0200061	TRENTON									
CORRESPONDENCE DATA											

CH \$315.00 1726020

900085150

TRADEMARK
REEL: 003607 FRAME: 0178

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: julio.gurdian@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Julio Gurdian

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

14082.0043

NAME OF SUBMITTER:

Julio C Gurdian

Signature:

/Julio C Gurdian/

Date:

08/23/2007

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2007, by American Capital Credit Services, as administrative agent and collateral agent pursuant to the Existing Credit Agreement (as defined below) (the "*Existing Agent*" or the "*Assignor*") in favor of GMAC Commercial Finance LLC ("*GMAC*" or the "*Assignee*"), as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, Specialty Brands of America, Inc., a Massachusetts corporation (the "*Borrower*"), the lenders from time to time party thereto and the Existing Agent, as administrative agent and collateral agent for such lenders, are party to that certain Credit Agreement dated as of January 7, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Existing Credit Agreement*");

WHEREAS, the Borrower and the Existing Agent are parties to a Trademark Security Agreement, dated as of December 30, 2003 (the "*Trademark Security Agreement*") which was recorded with the United States Patent and Trademark Office on January 7, 2004 granting a security interest in the Trademarks on Schedule I attached hereto;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Lenders (as defined therein) from time to time party thereto and GMAC will replace the Existing Agent as administrative agent and collateral agent (in such capacity, the "*First Lien Agent*") for the Lenders;

WHEREAS, the Borrower is party to an Amended and Restated First Lien Pledge and Security Agreement, dated as of May 18, 2007 in favor of the Collateral Agent (the "*Collateral Agreement*"); and

WHEREAS, the Existing Agent hereby agrees to assign the Trademark Security Agreement to the First Lien Agent for the benefit of the Lenders, so that the Liens granted pursuant to the Existing Loan Documents (as defined in the Credit Agreement) shall continue in full force and effect during the term of the Credit Agreement and any renewals thereof and shall continue to secure the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Existing Agent hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Collateral Agreement.

Section 2. Assignment and Assumption of Trademark Security Agreement

The Existing Agent hereby irrevocably assigns and transfers to the First Lien Agent, and the First Lien Agent hereby irrevocably accepts and assumes from the Existing Agent,


all of the Existing Agent's rights and obligations under the Trademark Security Agreement covering the trademarks on Schedule I hereto.

Section 3. United States Patent and Trademark Office Filing

The Existing Agent hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment of Trademark Security Agreement against the trademark registrations set forth on Schedule I.

[SIGNATURE PAGES FOLLOW]

AMERICAN CAPITAL FINANCIAL
SERVICES,
as Assignor

By: 
Name: Brett Dorely
Title: Vice President

GMAC COMMERCIAL FINANCE LLC,
as Assignee

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

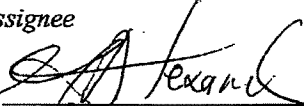
SPECIALTY BRANDS OF AMERICA, INC.,
as Grantor

By: _____
Name: _____
Title: _____

AMERICAN CAPITAL FINANCIAL
SERVICES,
as Assignor


By: _____
Name: _____
Title: _____

GMAC COMMERCIAL FINANCE LLC,
as Assignee

By: 
Name: Marline Alexander - Thomas
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

SPECIALTY BRANDS OF AMERICA, INC.,
as Grantor

By: 
Name: Walter McKenna
Title: Controller

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Assignment of Trademark Security Agreement

Trademark Registrations

Trademarks:

Mark Name	Country	Current Owner	Reg. #	Reg. Date	Renewal Date
100 % PURE (DESIGN)	USA	Specialty Brands of America, Inc.	1726020	10/20/1992	10/20/2012
100% PURE (Design)	USA	Specialty Brands of America, Inc.	1665516	11/19/2001	11/19/2011
CANOLEO	USA	Specialty Brands of America, Inc.	1852510	9/6/1994	9/6/2014
CARY'S	USA	Specialty Brands of America, Inc.	740285	11/6/1962	11/6/2012
CARY'S	USA	Specialty Brands of America, Inc.	831170	6/27/1967	6/27/2017
CARY'S	USA	Specialty Brands of America, Inc.	1473400	1/19/1988	1/19/2008
DIXIE FRY	USA	Specialty Brands of America, Inc.	722057	9/26/1961	9/26/2011
NEW YORK FLATBREADS	USA	Specialty Brands of America, Inc.	1852524	9/6/1994	9/6/2014
O.T.C.	USA	Specialty Brands of America, Inc.	206118	11/24/1925	11/24/2015
SPRING TREE	USA	Specialty Brands of America, Inc.	1847810	8/2/2004	8/2/2014
THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1948 (DESIGN)	USA	Specialty Brands of America, Inc.	1507410	10/4/1988	10/4/2008
TRENTON	USA	Specialty Brands of America, Inc.	200061	6/23/1925	6/23/2015