

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
U.S. MILLS, LLC	FORMERLY USM Acquisition, LLC	12/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Boston Private Bank & Trust Company
Street Address:	Ten Post Office Square
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Chartered Trust Company: MASSACHUSETTS

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
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
Registration Number:	0969721	EREWHON
Registration Number:	1694682	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

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Registration Number:	1470855	NEW MORNING
Registration Number:	1427655	OATIOS
Registration Number:	1680526	OUR GREAT TASTE COMES NATURALLY
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
Registration Number:	2018382	RICE TWICE
Registration Number:	1333486	EREWHON
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

CORRESPONDENCE DATA

Fax Number: (202)955-5564
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2024192407
Email: elizabeth.vary@hkllaw.com
Correspondent Name: Elizabeth F. Vary, Holland & Knight LLP
Address Line 1: 2099 Pennsylvania Avenue, NW
Address Line 2: Suite 100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Elizabeth F. Vary
Signature:	/elizabeth f. vary/
Date:	03/27/2008

Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 11 day of December, 2007, by U.S. MILLS, LLC, a Delaware limited liability company f/k/a USM Acquisition, LLC ("Grantor") in favor of Boston Private Bank & Trust Company, a Massachusetts chartered trust company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of February 7, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Lender, Lender is willing to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor has executed and delivered to Lender that certain Security Agreement dated as of February 7, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Lender, a Trademark Security Agreement dated as of February 7, 2007 (the "TSA"); and

WHEREAS, Grantor and Lender wish to amend and restate the TSA in its entirety to reflect the change of Grantor's name from "USM Acquisition, LLC" to "U.S. Mills, LLC";

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees to amend and restate the TSA as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.


5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any future registered trademarks or applications therefor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement restates in its entirety the TSA, provided, however, the security interest granted pursuant to the TSA continues to secure the payment and performance of all Secured Obligations, whether now existing or arising hereafter.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

U.S. MILLS, LLC
a Delaware limited liability company

By: 
Name: Todd Simkin
Title: Manager


Agreed to:

BOSTON PRIVATE BANK & TRUST COMPANY

By: _____
Name: Andrew K. Michaud
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

U.S. MILLS, LLC
a Delaware limited liability company

By: 
Name: Todd Simkin
Title: Manager



Agreed to:



BOSTON PRIVATE BANK & TRUST COMPANY

By: 
Name: Andrew K. Michaud
Title: Senior Vice President

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. TRADEMARK REGISTRATIONS				
Country	Grantor	Trademark	Registration No.	Issue Date
United States	U.S. Mills, LLC	APPLE STROODLES	1665522	November 19, 1991
United States	U.S. Mills, LLC	AZTEC Stylized 	1536604	April 25, 1989
United States	U.S. Mills, LLC	BANANA O'S	1756201	March 2, 1993
United States	U.S. Mills, LLC	BARLEY PLUS	1421349	December 16, 1986
United States	U.S. Mills, LLC	COCOMOTION	2219627	January 19, 1999
United States	U.S. Mills, LLC	CORNFETTI	2214924	December 29, 1998
United States	U.S. Mills, LLC	EREWHON	1701981	July 21, 1992
United States	U.S. Mills, LLC	EREWHON	969721	October 2, 1973
United States	U.S. Mills, LLC	EREWHON & Design 	1694682	June 16, 1992

United States	U.S. Mills, LLC	EREWON & Design 	1333486	April 30, 1985
United States	U.S. Mills, LLC	FARINA CREAMY HOT WHEAT CEREAL & Design 	1898243	June 6, 1995
United States	U.S. Mills, LLC	FARINA MILLS	1926613	October 10, 1995
United States	U.S. Mills, LLC	FRUIT-E-O'S	1459416	September 29, 1987
United States	U.S. Mills, LLC	GRAHAM-WICHES	2849801	June 1, 2004
United States	U.S. Mills, LLC	NEW MORNING	2694473	March 11, 2003
United States	U.S. Mills, LLC	NEW MORNING	1470855	December 29, 1987
United States	U.S. Mills, LLC	OATIOS	1427655	February 3, 1987
United States	U.S. Mills, LLC	OUR GREAT TASTE COMES NATURALLY	1680526	March 24, 1992
United States	U.S. Mills, LLC	RICE TWICE	2018382	November 19, 1996
United States	U.S. Mills, LLC	U.S. MILLS	1729653	November 3, 1992

United States	U.S. Mills, LLC	ULTIMATE OAT BRAN	2614931	September 3, 2002
United States	U.S. Mills, LLC	UNCLE SAM	2999225	September 20, 2005
United States	U.S. Mills, LLC	UNCLE SAM	1878790	February 14, 1995
United States	U.S. Mills, LLC	WAFFLERS	2040225	February 25, 1997
U.S. TRADEMARK APPLICATIONS				
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 TRADEMARKS				
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		EREWON	TMA632884	February 16, 2005
Canada		EREWON	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		EREWON	1652502	September 12, 2001
European Community		NEW MORNING	2791465	October 20, 2003

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