

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
THE MORRISON MILLING COMPANY		02/29/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as administrative agent
Street Address:	1 CHASE MANHATTAN PLZ FRNT 2
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

Name:	J.P. MORGAN EUROPE LIMITED, as Alternative Currency Agent
Street Address:	3 LOCHSIDE VIEW, EDINBURGH PARK
City:	EDINBURGH
State/Country:	UNITED KINGDOM
Postal Code:	EH12 9DH
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3060382	ALLIANCE BEST
Registration Number:	2741498	ALLIANCE MILLING
Registration Number:	1872684	EL REAL
Registration Number:	0833768	M
Registration Number:	0838010	MORRISON'S
Registration Number:	0820859	MORRISON'S BIS-KITS
Registration Number:	2474999	MORRISON'S CORNBREAD CRUNCHERS
Registration Number:	0918124	MORRISON'S CORN-KITS

CH \$415.00 3060382

Registration Number:	0830710	MORRISON'S PAN-KITS
Registration Number:	0981680	MORRISON'S PETER PAN
Registration Number:	0981681	MORRISON'S SUPER BAKERS
Registration Number:	3194114	PEACEMAKER
Registration Number:	0052525	PEACEMAKER
Registration Number:	0417941	PEACEMAKER
Registration Number:	0691365	PETER PAN
Serial Number:	78811852	PETER PAN

CORRESPONDENCE DATA

Fax Number: (713)238-7343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7132204200
Email: pat-tmk@andrewskurth.com
Correspondent Name: CALLIE PARKER / ANDREWS KURTH LLP
Address Line 1: 600 TRAVIS, SUITE 4200
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER: 178501

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: CALLIE PARKER

Signature: //CALLIE PARKER-EVENTT//

Date: 04/09/2008

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, THE MORRISON MILLING COMPANY, a Texas corporation, (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a Fifth Amended and Restated Credit Agreement dated as of February 29, 2008, (the “Credit Agreement”), among C.H. Guenther & Son, Incorporated, a Texas corporation (the “Borrower”), the Guarantors party thereto (the “Guarantors”), the Lenders party thereto (the “Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent and J.P. Morgan Europe Limited, as Alternative Currency Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Amended and Restated Security and Pledge Agreement dated as of February 29, 2008 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the Guarantors and JPMorgan Chase Bank, N.A., as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the “Administrative Agent”), Grantor has agreed to grant in favor of the Administrative Agent a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

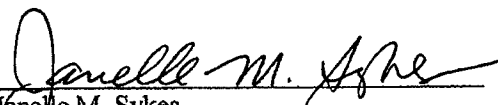
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that (A) such grant is prohibited by reason of (i) an applicable law or regulation to which Grantor or such asset or property is subject or (ii) an existing and enforceable negative pledge or anti-assignment provision (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law or principles of equity), (B) the creation of a security interest therein could constitute a breach of the terms of any document affecting such asset or property or would cause a default or event of default under the terms of such document, or would permit any party to such document to terminate any right arising thereunder or to exercise any put, call, right of first refusal, preferential right to purchase, purchase option or other similar right, in each case that would permit any party thereto to terminate such document (except to the extent any such term would be rendered in effective pursuant to the Uniform Commercial Code or any other applicable law or principals of equity), (C) such asset or property is now or hereafter subject to a security interest securing purchase money debt or capital leases to the extent that (i) such Lien and purchase money debt or capital lease are permitted under the Credit Agreement, and (ii) the documents evidencing such purchase money debt or capital lease prohibits the granting of a Lien in the property securing such purchase money debt or capital lease (except to the extent any such term would be rendered in effective pursuant to the Uniform Commercial Code or any other applicable law or principals of equity) such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that with respect to (A), (B) and (C) above, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 27th day of February, 2008.

THE MORRISON MILLING COMPANY,
a Texas corporation

By: 
Janelle M. Sykes
Senior Vice President, Chief Financial
Officer and Treasurer

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 003755 FRAME: 0910

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Owner	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
The Morrison Milling Company	United States	ALLIANCE BEST	3,060,382	21FE2006		
	United States	ALLIANCE MILLING	2,741,498	29JL2003		
	United States	EL REAL & DESIGN	1,872,684	10JA1995		
	United States	M & DESIGN	0,833,768	15AU1967		
	United States	MORRISON'S	0,838,010	31OC1967		
	United States	MORRISON'S BIS-KITS	0,820,859	20DE1966		
	United States	MORRISON'S CORNBREAD CRUNCHERS	2,474,999	07AU2001		
	United States	MORRISON'S CORNBREAD CRUNCHERS	2,474,999	07AU2001		
	United States	MORRISON'S CORN-KITS	0,918,124	10AU1971		
	United States	MORRISON'S PAN-KITS	0,830,710	20JE1967		
	United States	MORRISON'S PETER PAN	0,981,680	02FE1974		
	United States	MORRISON'S SUPER BAKERS	0,981,681	02FE1974		
	United States	PEACEMAKER	3,194,114	02JA2007		
	United States	PEACEMAKER	0,052,525	08MY1906		

Registered Owner	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
	United States	PEACEMAKER (STYLIZED)	0,417,941	20NO1945		
	United States	PETER PAN	0,691,365	12JA1960		
	United States	PETER PAN*			78/811,852	02/10/2006