

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
C.H. GUENTHER & SON, INCORPORATED		02/29/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	JP MORGAN 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: 68

Property Type	Number	Word Mark
Registration Number:	1311326	HEARTH & SKILLET
Registration Number:	1307002	SOUTHERN SUCCESS
Registration Number:	0531426	PIONEER ESTABLISHED 1851
Registration Number:	0738769	GOLDEN HARVEST
Registration Number:	0760405	WHITE WINGS PIONEER FLOUR MILLS HIGHEST QUALITY SAN ANTONIO, TEX. PALOMA WHITE WINGS
Registration Number:	0967162	WHITE WINGS
Registration Number:	1341246	

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Registration Number:	0986541	TEXAS PIONEER
Registration Number:	0866506	PIONEER
Registration Number:	1002088	PIONEER
Registration Number:	1313715	WHITE WINGS
Registration Number:	1343034	
Registration Number:	1346625	LA PALOMA
Registration Number:	1359517	GUARANTEED QUALITY
Registration Number:	1401451	SOUTHERN SUCCESS
Registration Number:	1479815	LA PALOMA
Registration Number:	1390143	WHITE OAK
Registration Number:	1390145	
Registration Number:	1433125	PIONEER
Registration Number:	1423106	PIONEER
Registration Number:	1400581	
Registration Number:	1531065	PIONEER
Registration Number:	1483107	PIONEER
Registration Number:	1529778	PIONEER
Registration Number:	1507397	PIONEER
Registration Number:	1492486	HEARTH & SKILLET
Registration Number:	1606024	GUENTHER HOUSE
Registration Number:	1596709	HWS
Registration Number:	1634918	SAN ANTONIO RIVER MILL BRAND
Registration Number:	1648267	SAN ANTONIO RIVER MILL BRAND
Registration Number:	1646168	PIONEER
Registration Number:	1614115	PIONEER
Registration Number:	1594199	RIVER MILL
Registration Number:	1625065	RIVER MILL
Registration Number:	1630219	RIVER MILL
Registration Number:	1593282	HEARTH & SKILLET
Registration Number:	1626178	PIONEER
Registration Number:	1612210	GUARANTEED QUALITY
Registration Number:	1593283	SOUTHERN SUCCESS
Registration Number:	1695488	MILLER'S PRIDE
Registration Number:	1667763	
Registration Number:	1665177	PIONEER

Registration Number:	1823369	PIONEER FOODSERVICE
Registration Number:	1892281	HEARTH & SKILLET
Registration Number:	1885140	GUARANTEED QUALITY SINCE 1851
Registration Number:	2044675	CONESTOGA
Registration Number:	1953253	PIONEER
Registration Number:	2044741	CONESTOGA
Registration Number:	1798440	PIONEER
Registration Number:	1788932	PIONEER
Registration Number:	2105960	WHITE WINGS
Registration Number:	2052507	SAN ANTONIO RIVER MILL BRAND
Registration Number:	2125746	CONESTOGA
Registration Number:	2127429	CONESTOGA BY PIONEER
Registration Number:	2254584	MINUTE MIX
Registration Number:	2363585	MINUTE MIX PIONEER QUALITY
Registration Number:	2380004	SAN ANTONIO RIVER MILL BRAND
Registration Number:	2402627	THE GUENTHER HOUSE
Registration Number:	2376246	IQUE MARAVILLA DE TORTILLA!
Registration Number:	3036112	STILL PIONEERING
Registration Number:	2858028	LA PALOMA
Registration Number:	2838767	MORNING BOUNTY
Registration Number:	2853745	MINUTE MIX
Registration Number:	2779664	GOLDEN VALLEY
Registration Number:	3171029	¡QUÉ MARAVILLA DE TORTILLA!
Serial Number:	78928987	SNACK BAKES
Serial Number:	78929000	SINGLE BAKES
Serial Number:	78929003	CUP BAKES

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: 7

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, C.H. GUENTHER & SON, INCORPORATED, 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.

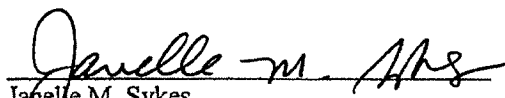
Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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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 29th day of FEBRUARY, 2008.

C.H. GUENTHER & SON, INCORPORATED,
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: 0947

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

Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
C. H. Guenther & Son, Incorporated	United States	HEARTH & SKILLET	1,311,326	25DE1984		
	United States	SOUTHERN SUCCESS	1,307,002	27NO1984		
	United States	PIONEER & DESIGN	0,531,426	03OC1950		
	United States	GOLDEN HARVEST	0,738,769	02OC1962		
	United States	WHITE WINGS & DESIGN	760,405	19NO1963		
	United States	WHITE WINGS	967,162	28AU1973		
	United States	DOVE DESIGN	1,341,246	11JE1985		
	United States	TEXAS PIONEER	0,986,541	18JE1974		
	United States	PIONEER	0,866,506	11MR1969		
	United States	PIONEER & DESIGN	1,002,088	21JA1975		
	United States	WHITE WINGS	1,313,715	08JA1985		
	United States	PORTRAIT LOGO	1,343,034	18JE1985		
	United States	LA PALOMA	1,346,625	02JL1985		
	United States	GUARANTEED QUALITY & DESIGN	1,359,517	10SE1985		
	United States	SOUTHERN SUCCESS	1,401,451	15JL1986		
	United States	LA PALOMA	1,479,815	08MR1988		
	United States	WHITE OAK	1,390,143	15AP1986		
	United States	OAK TREE DESIGN	1,390,145	15AP1986		
	United States	PIONEER	1,433,125	17MR1987		
	United States	PIONEER	1,423,106	30DE1986		
	United States	LADY DESIGN	1,400,581	08JL1986		
	United States	PIONEER	1,531,065	21MR1989		
	United States	PIONEER	1,483,107	05AP1988		

Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
	United States	PIONEER	1,529,778	14MR1989		
	United States	PIONEER	1,507,397	04OC1988		
	United States	HEARTH & SKILLET	1,492,486	14JE1988		
	United States	GUENTHER HOUSE	1,606,024	10JL1990		
	United States	HWS	1,596,709	15MY1990		
	United States	SAN ANTONIO RIVER MILL & DESIGN	1,634,918	12FE1991		
	United States	SAN ANTONIO RIVER MILL & DESIGN	1,648,267	18JE1991		
	United States	PIONEER	1,646,168	28MY1991		
	United States	PIONEER	1,614,115	18SE1990		
	United States	RIVER MILL	1,594,199	01MY1990		
	United States	RIVER MILL	1,625,065	27NO1990		
	United States	RIVER MILL	1,630,219	01JA1991		
	United States	HEARTH AND SKILLET	1,593,282	24AP1990		
	United States	PIONEER (STYLIZED SCRIPT)	1,626,178	04DE1990		
	United States	GUARANTEED QUALITY SEAL/DESIGN	1,612,210	04SE1990		
	United States	SOUTHERN SUCCESS	1,593,283	24AP1990		
	United States	MILLER'S PRIDE	1,695,488	16JE1992		
	United States	LADY DESIGN	1,667,763	10DE1991		
	United States	PIONEER AND DESIGN	1,665,177	19NO1991		
	United States	PIONEER FOODSERVICE	1,823,369	22FE1994		
	United States	HEARTH & SKILLET AND DESIGN	1,892,281	02MY1995		
	United States	GUARANTEED QUALITY SINCE 1851 AND DESIGN	1,885,140	21MR1995		

Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
	United States	CONESTOGA	2,044,675	11MR1997		
	United States	PIONEER	1,953,253	30JA1996		
	United States	CONESTOGA AND DESIGN	2,044,741	11MR1997		
	United States	PIONEER	1,798,440	12OC1993		
	United States	PIONEER	1,788,932	17AU1993		
	United States	WHITE WINGS	2,105,960	14OC1997		
	United States	SAN ANTONIO RIVER MILL & DESIGN	2,052,507	15AP1997		
	United States	CONESTOGA	2,125,746	30DE1997		
	United States	CONESTOGA (& DESIGN)	2,127,429	06JA1998		
	United States	MINUTE MIX	2,254,584	01-15-1999		
	United States	MINUTE MIX AND DESIGN	2,363,585	04-04-2000		
	United States	SAN ANTONIO RIVER MILL BRAND	2,380,004	08-22-2000		
	United States	THE GUENTHER HOUSE AND DESIGN	2,402,627	11-07-2000		
	United States	i QUE MARAVILLA DE TORTILLA!	2,376,246	08-08-2000		
	United States	STILL PIONEERING	3,036,112	12/27/2005		
	United States	LA PALOMA AND DESIGN	2,858,028	06-29-2004		
	United States	MORNING BOUNTY	2,838,767	05-04-2004		
	United States	MINUTE MIX	2,853,745	06-15-2004		

Grantor	Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
	United States	PIONEER, Stylized	2,779,664	11-04-03		
	United States	i QUE MARAVILLA DE TORTILLA!	3,171,029	11/14/2006		
	United States	SNACK BAKES*			78/928,987	07/13/2006
	United States	SINGLE BAKES*			78/929,000	07/13/2006
	United States	CUP BAKES*			78/929,003	07/13/2006