

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
GOLD STANDARD ACQUISITION CO.		06/06/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	ALDINE SBIC FUND, L.P.		
Street Address:	30 W. MONROE ST.		
Internal Address:	SUITE 1310		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3135819	TASTE THE OTHERS CAN'T TOUCH	
Registration Number:	1518185	GOLD STANDARD BAKING	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	06/06/2008		

CH \$65.00 3135819

Total Attachments: 8

source=Gold Standard TSA#page1.tif

source=Gold Standard TSA#page2.tif

source=Gold Standard TSA#page3.tif

source=Gold Standard TSA#page4.tif

source=Gold Standard TSA#page5.tif

source=Gold Standard TSA#page6.tif

source=Gold Standard TSA#page7.tif

source=Gold Standard TSA#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") is made as of June 6, 2008, by GOLD STANDARD ACQUISITION CO., an Illinois corporation (the "**Company**") and ALDINE SBIC FUND, L.P., a Delaware limited partnership (the "**Purchaser**");

W I T N E S S E T H

WHEREAS, the Company, GOLD STANDARD BAKING, LLC and the Purchaser are parties to a certain Note and Equity Purchase Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Purchase Agreement**") and other related loan documents of even date herewith (collectively, with the Purchase Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Documents**"), which Financing Documents provide (i) for the Purchaser to purchase certain Promissory Notes from the Company and (ii) for the grant by the Company to the Purchaser of a security interest in certain of the Company's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1. Incorporation of Financing Documents. The Financing Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Company hereby grants to the Purchaser, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in the Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by the Trademarks.
3. Warranties and Representations. The Company warrants and represents to the Purchaser that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark registration been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) The Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each registered Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by the Company not to sue third persons other than Permitted Liens;

(iii) The Company has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) The Company has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. The Company agrees that until the Company's Obligations shall have been satisfied in full and the Financing Documents shall have been terminated, the Company shall not, without the prior written consent of the Purchaser, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to the Purchaser under this Security Agreement other than the lien in favor of MB Financial Bank, N.A. (the "Senior Lender").

5. New Trademarks. The Company represents and warrants that, based on a diligent investigation by the Company, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by the Company. If, before the Company's Obligations shall have been satisfied in full or before the Financing Documents have been terminated, the Company shall (i) become aware of any existing Trademarks of which the Company has not previously informed the Purchaser, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the Company shall give to the Purchaser prompt written notice thereof. The Company hereby authorizes the Purchaser to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Company's Obligations and the termination of the Financing Documents. The Company agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Purchaser of all Trademarks shall be without any liability for royalties or other related charges from the Purchaser to the Company.

7. Product Quality. The Company agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, the Company agrees that the Purchaser, or a conservator appointed by the Purchaser, shall have the right to establish such additional product quality controls as the Purchaser, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Company's Obligations and termination of the Financing Documents, the Purchaser shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Documents.

9. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Company. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Purchaser in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by the Company and until paid shall constitute Obligations.

10. Duties of the Company. The Company shall have the duty (i) to file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter until the Company's Obligations shall have been paid in full and the Financing Documents have been terminated, (ii) to preserve and maintain all rights in any material Trademarks, as commercially reasonable and (iii) to ensure that any material Trademarks are and remain enforceable, as commercially reasonable. Any reasonable expenses incurred in connection with the Company's Obligations under this Section shall be borne by the Company.

11. Purchaser's Right to Sue. Subject to the terms of the Subordination Agreement, after the occurrence and during the continuance of an Event of Default, the Purchaser shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Purchaser shall commence any such suit, the Company shall, at the request of the Purchaser, do any and all lawful acts and execute any and all proper documents required by the Purchaser in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the Purchaser for all reasonable costs and expenses incurred by the Purchaser in the exercise of its rights under this Section.

12. Waivers. No course of dealing between the Company and the Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Attorney-in-Fact. The Company hereby irrevocably makes, constitutes and appoints the Purchaser (and any officer of the Purchaser or any Person designated by the Purchaser for that purpose) as the Company's true and lawful proxy and attorney-in-fact (and agent-in-fact) in the Company's name, place and stead, with full power of substitution, to, subject to the terms and conditions of the Subordination Agreement, (i) take such actions as are permitted in this Security Agreement, (ii) execute such financing statements and other documents and to do such other acts as the Purchaser may require to perfect and preserve the Purchaser's security interest in, and to enforce such interests in the Collateral, and (iii) upon the occurrence and during the continuance of an Event of Default, carry out any remedy provided for in this Security Agreement, including endorsing the Company's name to checks, drafts, instruments and other items of payment, and proceeds of the Collateral, executing change of address forms with the postmaster of the United States Post Office serving the address of the Company, changing the address of the Company to that of the Purchaser, opening all envelopes addressed to the Company and applying any payments contained therein to the Obligations. The Company hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. The Company hereby ratifies and confirms all that such attorney-in-fact may do or cause to be done by virtue of any provision of this Security Agreement.

16. Binding Effect. This Security Agreement shall become effective upon execution by the Company and the Purchaser.

17. Governing Law. This Security Agreement shall in all respects be governed by, and construed and enforced in accordance with the internal laws and decisions of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. The Company agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Purchaser shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of the Company contained in this Security Agreement.

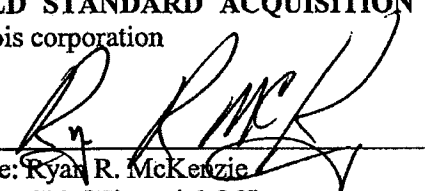
21. Subordination Agreement. Notwithstanding anything herein to the contrary, the security interests granted to Purchaser pursuant to or in connection with this Security Agreement and the exercise of any right or remedy by Purchaser hereunder are subject to the terms and conditions of the Subordination Agreement. To the extent any provision of this Security Agreement conflicts with the Subordination Agreement, the Subordination Agreement shall control. Without limiting the generality of the foregoing, until the Senior Debt is paid in full in cash and all commitments to lend under the Senior Credit Agreement have terminated, (a) any assignment or transfer of Collateral hereunder to Purchaser shall be to Senior Lender, (b) any request or consent of Purchaser required or made hereunder shall be deemed to be required or made by Senior Lender, (c) any delivery of any Collateral or other item to Purchaser required hereunder shall be to Senior Lender, (d) any right of Purchaser to require the Company to cause Purchaser to obtain exclusive control of any Investment Property shall

be vested in Senior Lender, (e) any right of Purchaser to assert any claims on behalf of the Company shall be vested in Senior Lender, (f) Purchaser (or its nominee) shall not exercise any right pursuant to its appointment hereunder as attorney in fact pursuant to Section 15 hereof, (g) Purchaser shall not exercise any other consensual rights set forth herein.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

GOLD STANDARD ACQUISITION CO., an Illinois corporation

By: 
Name: Ryan R. McKenzie
Title: Chief Financial Officer

Agreed and Accepted:

ALDINE SBIC FUND, L.P.

By: Aldine SBIC Partners, LLC
Its: General Partner

By: Aldine Capital Partners, Inc.
Its: Manager

By: _____
Name: Michael J. Revord
Title: President

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

GOLD STANDARD ACQUISITION CO., an
Illinois corporation

By: _____
Name: Ryan R. McKenzie
Title: Chief Financial Officer

Agreed and Accepted:

ALDINE SBIC FUND, L.P.

By: Aldine SBIC Partners, LLC
Its: General Partner

By: Aldine Capital Partners, Inc.
Its: Manager

By: _____
Name: Michael J. Revord
Title: President

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK	FEDERAL REG. NO.	Registration Date
"Gold Standard Baking"	1518185	December 27, 1988
"Taste the Others Can't Touch"	3,135,819	August 29, 2006