

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
Milton's Baking Company, LLC		10/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	390 Greenwich Street
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2689400	BAKING THE WORLD A BETTER PLACE
Registration Number:	2764693	ARCTIC BEAR
Registration Number:	2794453	CAPTAIN'S CATCH
Registration Number:	2858674	FIELD FRIENDS
Registration Number:	2929155	SURVIVAL SNACKS
Registration Number:	2929156	ISLAND SEA SHELLS
Registration Number:	2940311	FROG FRIENDS
Registration Number:	2946581	CRACKER CARGO
Registration Number:	3101239	MY FAMILY FARM
Registration Number:	3456944	EVERYTHING MULTI-GRAIN
Serial Number:	77277936	MILTON'S
Serial Number:	77339436	DOODLE THE ROOSTER
Serial Number:	77286541	M

CH \$615.00 2689400

Serial Number:	77339353	
Serial Number:	77339362	
Serial Number:	77339335	
Serial Number:	77339324	
Serial Number:	77339313	
Serial Number:	77339296	
Serial Number:	77339405	PIGGLES THE PIG
Serial Number:	77547248	GARLIC & HERB MULTI-GRAIN
Serial Number:	77275960	
Serial Number:	77275930	
Serial Number:	77339431	MILLIE THE COW

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64056.16
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	10/28/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2008, by **MILTON'S BAKING COMPANY, LLC**, a Delaware limited liability company ("Grantor"), in favor of **CITICORP USA, INC.** ("Citicorp"), a Delaware corporation, in its capacity as administrative agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Credit Parties, Citicorp, in its capacity as Agent and as sole lead arranger, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the Closing Date by and between Grantor and Agent (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 is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement, covering those Trademarks filed or acquired by Grantor and those Trademark Licenses entered into by Grantor, in each case, after July 16, 2007;

WHEREAS, Grantor has previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Trademark Security Agreement, dated as of July 16, 2007, in respect of the Trademark Collateral defined therein.

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 as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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) the United States Trademarks and the Trademark Licenses, to which it is a party, set forth on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

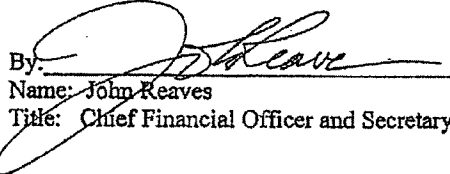
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[signature page follows]

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

MILTON'S BAKING COMPANY, LLC

By: 
Name: John Reaves
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

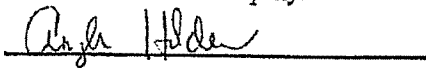
CITICORP USA, INC., as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 15th day of October, 2008 before me personally appeared John Reaves, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Milton's Baking Company, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.





[Signature Page - Second Lien Trademark Security Agreement]

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

MILTON'S BAKING COMPANY, LLC

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

CITICORP USA, INC., as Agent

By: *Jeanne Appel*
Name: Jeanne APPEL
Title: V.P.

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of October, 2008 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Milton's Baking Company, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.

[Signature Page - Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003878 FRAME: 0565

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. No.	Serial No.	Country
BAKING THE WORLD A BETTER PLACE	2,689,400		U.S.
ARCTIC BEAR	2,764,693		U.S.
CAPTAIN'S CATCH	2,794,453		U.S.
FIELD FRIENDS	2,858,674		U.S.
SURVIVAL SNACKS	2,929,155		U.S.
ISLAND SEA SHELLS	2,929,156		U.S.
FROG FRIENDS	2,940,311		U.S.
CRACKER CARGO	2,946,581		U.S.
MY FAMILY FARM	3,101,239		U.S.
EVERYTHING MULTI-GRAIN	3,456,944	77/243,522	U.S.
MILTON'S		77/277,936	U.S.
DOODLE THE ROOSTER		77/339,436	U.S.
M (Stylized)		77/286,541	U.S.
Miscellaneous Design (the mark consists of a pig with a pink head, ears, body and legs. brown hooves, a darker pink snout with brown nostrils; the colors pink, brown, white and black are claimed as a feature of the mark)		77/339,353	U.S.
Miscellaneous Design (the mark consists of a pig with a pink head, ears, body and front legs; the colors pink, brown, white and black are claimed as a feature of the mark)		77/339,362	U.S.
Miscellaneous Design		77/339,335	U.S.
Miscellaneous Design (the mark consists of a rooster with a red comb, red wattles, orange head, neck and hackle feathers; the colors red, yellow, orange, pink, blue, brown, white and black are a feature of the mark)		77/339,324	U.S.

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Mark	Reg. No.	Serial No.	Country
Miscellaneous Design		77/339,313	U.S.
Miscellaneous Design (the mark consists of a cow with a brown and white head, body and front legs; the colors brown, white, pink and black are a feature of the mark)		77/339,296	U.S.
Piggles the Pig		77/339,405	U.S.
Garlic & Herb Multi-Grain		77/547,248	U.S.
Miscellaneous Design (the mark consists of a random distribution of large black and white tear drop shaped sesame seeds and small black round poppy seeds on the top of a loaf of bread; color is not claimed as a feature of the mark)		77/275,960	U.S.
Miscellaneous Design (the mark consists of a random distribution of large black and white tear drop shaped sesame seeds and small black round poppy seeds on top of a cracker; color is not claimed as a feature of the mark)		77/275,930	U.S.
Millie The Cow		77/339,431	U.S.

TRADEMARK LICENSES

None.