

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
Best Brands Corp.		10/17/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	068565201		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3473915	CORNERSTONE HEARTY GRAINS	
Registration Number:	3502743	CORNERSTONE	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	laurenhoeflich@lw.com		
Correspondent Name:	Lauren Hoeflich c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Sears Tower, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Lauren Hoeflich		
Signature:	/Lauren Hoeflich/		
Date:	10/29/2008		

OP \$65.00 3473915

Total Attachments: 5

900119495

**TRADEMARK
 REEL: 003878 FRAME: 0827**

source=Second Lien Trademark Security Agreement (2)#page1.tif
source=Second Lien Trademark Security Agreement (2)#page2.tif
source=Second Lien Trademark Security Agreement (2)#page3.tif
source=Second Lien Trademark Security Agreement (2)#page4.tif
source=Second Lien Trademark Security Agreement (2)#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 17, 2008, by BEST BRANDS CORP., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, Grantor is party to that certain Second Lien Credit Agreement dated as of December 12, 2006, by and among Grantor, Telco Food Products, Inc., a California corporation ("Telco", and together with Grantor, "Borrowers"), the other Persons named therein as Credit Parties, Agent 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"), pursuant to which Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Grantor is party to that certain Second Lien Security Agreement dated as of December 12, 2006, by and among Grantor, Telco, the Guarantor (as defined therein) and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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 thereto 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 first priority 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (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.

4. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject in all aspect to the terms of the Intercreditor Agreement.

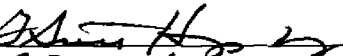
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in that state, and any applicable laws of the United States of America.

[Signature pages follow]

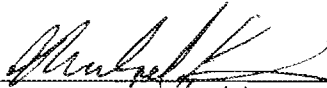
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEST BRANDS CORP.

By: 
Name: G. Scott Humphrey
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Michael Kriz
Title: Its Duly Authorized Signatory

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003878 FRAME: 0832

**SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Mark	Country	Status	Application No.	Registration No.
Cornerstone Hearty Grains	USA	Registered	78/873,564	3473915
CORNERSTONE	USA	Registered	77/240,207	3502743

Schedule I

CFH1059925.2

RECORDED: 10/29/2008

**TRADEMARK
REEL: 003878 FRAME: 0833**