

**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
CONSOLIDATED BISCUIT CO.		01/14/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, AGENT		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 109047		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2800150	MAURICE LENELL	
Registration Number:	2802145	MAURICE LENELL	
CORRESPONDENCE DATA			
Fax Number:	(419)247-1777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	419-241-6000		
Email:	adcramer@eastmansmith.com		
Correspondent Name:	EASTMAN & SMITH LTD.		
Address Line 1:	ONE SEAGATE, 24TH FLR.		
Address Line 2:	HENRY N. HEUERMAN		
Address Line 4:	TOLEDO, OHIO 43604		
ATTORNEY DOCKET NUMBER:	C288 184597		
NAME OF SUBMITTER:	Henry N. Heuerman		
Signature:	/Henry N. Heuerman/		

OP \$65.00 2800150

Date:

01/23/2009

**Total Attachments: 4**

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## TRADEMARK COLLATERAL AGREEMENT

This 14<sup>th</sup> day of January, 2009, CONSOLIDATED BISCUIT CO., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 312 Rader Road, McComb, Ohio 45858, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*") with its mailing address at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Fifth Third acting as such agent and any successor or successors to said Fifth Third in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement dated as of June 19, 2003 by and among Debtor, certain affiliates of Debtor and Secured Party, as the has been and may hereafter further be amended, modified, supplemented or restated from time to time (the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONSOLIDATED BISCUIT CO.

By William H. Varny  
Name William H. Varny  
Title Vice President

FIFTH THIRD BANK, as Agent as aforesaid for  
the Secured Creditors

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONSOLIDATED BISCUIT CO.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

FIFTH THIRD BANK, as Agent as aforesaid for  
the Secured Creditors

By  \_\_\_\_\_  
Name Timothy L. Kerr  
Title Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

TITLE	REGISTRATION NO.	REGISTRATION DATE
Maurice Lenell	2800150	December 30, 2003
Maurice Lenell	2802145	January 6, 2004