

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE YOFARM COMPANY		11/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	C/O GOLUB CAPITAL INCORPORATED- 551 MADISON AVENUE		
Internal Address:	6TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1527195	JELLY CUP	
Registration Number:	1660980	YOCRUNCH	
Registration Number:	1501492	YOFARM	
Registration Number:	2600342	YOFARM	
Registration Number:	2600343	YOFARM	
Registration Number:	2606854	YOFARM	
Registration Number:	3042133	YOSMOOTH	
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.		

CH \$190.00 1527195

900147947

**TRADEMARK
 REEL: 004098 FRAME: 0445**

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-00019

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 11/18/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2009 (this "Agreement"), is among THE YOFARM COMPANY, a Delaware corporation (the "Grantor"), and GCI Capital Markets LLC, a Delaware limited liability company, as Administrative Agent, for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") and the other Secured Parties under the Credit Agreement (as hereinafter defined) (in such capacity, the "Grantee"). The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on listed on **Schedule 1** annexed hereto, and is licensee under certain Trademark licenses, in each case listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the Lenders and each other Loan Party signatory thereto; providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lender and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (b) each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks rights as licensee held by Grantor under any Trademark license.

Notwithstanding any of the other provisions set forth in this Agreement, no security interest is hereby granted in any of the following (the "Excluded Property") to the extent specified below: (i) any permit, license, contract or lease to the extent that (and in each case only for so long as) such grant of a security interest is prohibited by any applicable laws or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to a right on the part of the parties thereto other than the other Loan Parties and their Subsidiaries to terminate, such permit, license, contract or lease, except to the extent that such laws or the term in such permit, license, contract or lease providing for such prohibition, breach, default or right of termination are ineffective or rendered unenforceable under applicable laws (including the UCC) and (ii) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, further, that, notwithstanding the foregoing, a security interest shall be, and is hereby, granted in (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.


2. This Agreement shall terminate upon termination of the Security Agreement. At any time from time to time prior to such termination, the Grantee may, in accordance with the terms of the Security Agreement, terminate its security interest in or convey to the Grantor any rights with respect to any or all of the Trademark Collateral. Upon termination of this Agreement the Grantee shall, at Grantor's expense, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request in order to evidence such termination.

3. This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

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

THE YOFARM COMPANY, a Delaware corporation

By: 
Name: Steven Purcell
Title: Vice President

Acknowledged:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____
Name: Andrew H. Steuerman
Title: Authorized Signatory

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

THE YOFARM COMPANY, a Delaware corporation

By: _____
Name: Steven Purcell
Title: Vice President

Acknowledged:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: Andrew Steuerman
Name: Andrew H. Steuerman
Title: Authorized Signatory

U.S. Trademark Registrations

MARK	REG. NO.	DATE
JELLY CUP & DESIGN	1527195	2/28/89
YOCRUNCH	1660980	10/15/91
YOFARM	1501492	8/23/88
YOFARM and Banner Design	2600342	7/30/02
YOFARM and Country Design	2600343	7/30/02
YOFARM and Country House with Strawberry Design	2606854	8/13/2002
YOSMOOTH	3042133	1/10/2006

Foreign Trademark Registrations

MARK (Country)	REG. NO.	DATE
YOCRUNCH (European Community)	2163533	4/16/04
YOFARM (European Community)	2163087	5/14/03

U.S. Trademark Applications

None.

Foreign Trademark Applications

MARK (Country)	REG. NO.	DATE
YOCRUNCH (Canada)	1396218	Pending

Trademark Licenses

1. Letter Agreement, dated July 21, 1999, between The Yofarm Company and Nestle USA, Inc. Re: Use of Nestle Crunch candy pieces, Nestle Butterfinger candy pieces and Nestle Toll House morsels as ingredients.
2. Letter Agreement, dated August 28, 2000, between The Yofarm Company and Nestle USA, Inc. Re: Use of "Made with Nestle Chocolate" in connection with a Yogurt Product.
3. Trademark Use Authorization, dated January 29, 2001, between Yofarm and Hershey Foods Corporation.
4. Trademark License Agreement, dated as of November 22, 2005, between The Yofarm Company and Kraft Foods Holdings, Inc. (Oreo).
5. Licensing Agreement, dated July 11, 2006, between Tree Top, Inc. and The Yofarm Company, Inc.
6. Trademark License Agreement, dated December 19, 2003, between Masterfoods and Yofarm (M&Ms) as amended May 29, 2007.