

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
Hearthside Food Solutions, LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Hearthside Holdco, LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NETHERLANDS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2796377	ESSENTIAL 10
Registration Number:	3773207	FRESH STRAWBERRY CRUNCH
Serial Number:	77663288	GRANOLA CRISPS
Registration Number:	2843538	HEART SENSE
Registration Number:	3726867	MOUNTAIN BLUEBERRY FLAX
Registration Number:	2642793	PEACE CEREAL
Registration Number:	1735778	SWEET HOME FARM
Registration Number:	2093069	VALLEY CREEK FARMS
Registration Number:	2391713	WILD BERRY CRISP
Registration Number:	1650937	CBC CONSOLIDATED BISCUIT COMPANY
Registration Number:	2121047	GURLEY'S GOLDEN RECIPE

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Registration Number:	2127929	FIRESIDE
Registration Number:	2192106	GURLEY'S GOLDEN RECIPE
Registration Number:	2656418	FIRESIDE BAKING COMPANY
Registration Number:	2800150	MAURICE LENELL
Registration Number:	2802145	MAURICE LENELL
Registration Number:	2955799	FIRESIDE BAKING COMPANY
Registration Number:	2972792	FIRESIDE BAKING COMPANY
Registration Number:	3567160	R ROYAL CREST
Registration Number:	3567161	ROYAL CREST

CORRESPONDENCE DATA

Fax Number: (678)553-2602
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	05/11/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th of May, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Hearthside Holdco, LLC, a Delaware limited liability company, as parent, Hearthside Food Solutions, LLC, a Delaware limited liability company, as borrower ("Borrower"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders"), Rabobank, in its capacity as administrative agent for the Lenders ("Administrative Agent"), Administrative Agent and the other agents party thereto, Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of May 10, 2010 (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 Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such 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 such Grantor's Trademarks and, except to the extent specifically excluded from the defined term "Collateral" pursuant to the Security Agreement, Trademark Intellectual Property 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 Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event within such time limit set forth in the Security Agreement) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate

counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each 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.

GRANTORS:

HEARTHSIDE HOLDCO, LLC, a Delaware limited liability company

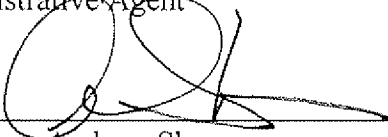
By: 
Name: Mark Burgett
Title: Manager

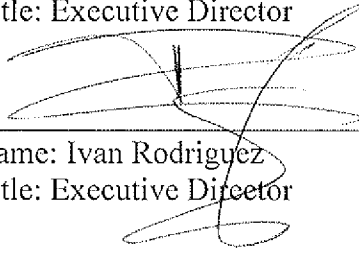
HEARTHSIDE FOOD SOLUTIONS, LLC, a Delaware limited liability company

By: 
Name: Mark Burgett
Title: Manager

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent**

By: 
Name: Andrew Sherman
Title: Executive Director

By: 
Name: Ivan Rodriguez
Title: Executive Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Schedule of Trademarks

U.S. Trademark Applications and Registrations

Mark	Appl. No./ Reg. No.	Appl. Date/ Reg. Date
ESSENTIAL 10	2,796,377	12/16/03
FRESH STRAWBERRY CRUNCH	3,773,207	04/06/10
GRANOLA CRISPS	77/663,288	02/04/09
HEART SENSE	2,843,538	05/16/04
MOUNTAIN BLUEBERRY FLAX	3,726,867	12/15/09
PEACE CEREAL	2,642,793	10/29/02
SWEET HOME FARM	1,735,778	11/24/92
VALLEY CREEK FARMS	2,093,069	09/02/97
WILD BERRY CRISP	2,391,713	10/03/00
CBC CONSOLIDATED BISCUIT COMPANY & Design	1,650,937	07/16/91
GURLEY'S GOLDEN RECIPE	2,121,047	12/16/97
FIRESIDE	2,127,929	01/13/98
GURLEY'S GOLDEN RECIPE	2,192,106	09/29/98
FIRESIDE BAKING COMPANY & Design	2,656,418	12/03/02
MAURICE LENELL & Design	2,800,150	12/30/03
MAURICE LENELL	2,802,145	01/06/04
FIRESIDE BAKING COMPANY & Design	2,955,799	05/24/05
FIRESIDE BAKING COMPANY & Design	2,972,792	07/19/05
R ROYAL CREST & Design	3,567,160	01/27/09
ROYAL CREST & Design	3,567,161	01/27/09