

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release by Secured Party, Wilmington Trust Company, previously recorded at Reel 3410, Frame 0605		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		07/09/2010	banking corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Premier Bakers, Inc.		
Street Address:	145 South State College Boulevard		
Internal Address:	Suite 200		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78574664	PREMIER BAKERS	
Registration Number:	3124302	CARB	
Registration Number:	3130568	CARB KEEP YOUR CARBS IN CHECK	
Serial Number:	78318810	CARB CHECK	
Registration Number:	2049030	GOLDEN CLASSICS	
Registration Number:	1333464	NATURE'S GRAIN	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		

CH \$165.00 78574664

900167567

TRADEMARK  
 REEL: 004246 FRAME: 0729

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11236-2 2B DRG
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NAME OF SUBMITTER:	Donna Gasiorowski
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Signature:	/Donna Gasiorowski/
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Date:	07/22/2010
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**Total Attachments: 4**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE effective as of July 9, 2010 (the "effective date") Wilmington Trust Company, a Delaware banking corporation, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement referenced below), to Premier Bakers, Inc., a Delaware corporation (the "Obligor").

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, dated as of September 29, 2006, made by the Grantors (as defined therein, including Obligor) in favor of the Collateral Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Second Lien Security Interest in Trademark Rights dated as of September 29, 2006, among the Collateral Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed Grantors' intent to grant a Security Interest to the Collateral Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 17, 2006, at Reel 3410 and Frame 0605; and

WHEREAS, the Obligor has requested that the Collateral Agent terminate and release the entirety of the Security Interest in the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

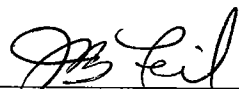
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby at the expense and written request of the Obligor.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

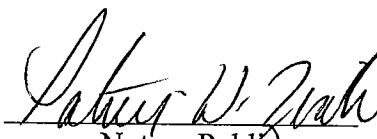
WILMINGTON TRUST COMPANY, as Collateral Agent

By:   
Name: Joseph B. Feil  
Title: Vice President

STATE OF Delaware )  
COUNTY OF New-Castle )

SS.:

On this 1st day of July 2010, before me personally appeared Joseph B. Feil to me known who, being by me duly sworn, did depose and say that he is Vice President of Wilmington Trust Company described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by Wilmington Trust Company.

  
Notary Public

(Affix Seal Below)

PATRICIA W. ZINK  
Notary Public - State of Delaware  
My Comm. Expires July 12, 2011

## **Schedule A**

### **U.S. Trademark Applications and Registrations**

<b>Title</b>	<b>Reg./App. No.</b>
PREMIER BAKERS	78/574,664 <sup>+</sup>
CARB AND DESIGN	3,124,302*
CARBS KEEP YOUR CARBS IN CHECK AND DESIGN	78/328,935 3,130,568
CARB CHECK	78/318,810
GOLDEN CLASSICS	2,049,030
NATURE'S GRAIN	1,333,464

<sup>+</sup> This mark was incorrectly listed in the Security Agreement as Reg. No. 3,124,302, and has been abandoned.

\* This mark was incorrectly listed in the Security Agreement as Reg. No. 3,130,568.