

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
Natural Country Farms, Inc.		08/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 S. LaSalle Street, 19th Floor West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank - Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1472565	GLACIER VALLEY	
Registration Number:	1440124	NATURAL COUNTRY	
Registration Number:	1770336	NATURAL COUNTRY	
Registration Number:	2042564	SUNFLO	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	10341189 EJP		
NAME OF SUBMITTER:	Erick J. Palmer		

OP \$115.00 1472565

TRADEMARK

900169763

REEL: 004263 FRAME: 0414

Signature:	/ejp/
Date:	08/19/2010
Total Attachments: 7 source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page1.tif source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page2.tif source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page3.tif source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page4.tif source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page5.tif source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page6.tif source=NATURAL COUNTRY FARMS, INC. TRADEMARK SECURITY INTEREST#page7.tif	

**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

August 13, 2010

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Natural Country Farms, Inc., a Delaware corporation (the "Grantor") with principal offices at 681 West Waterloo Road, Akron, Ohio 44314, hereby grants Bank of Montreal, as Administrative Agent, with principal offices at 115 S. LaSalle Street, 19th Floor West, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, certain Hedging Agreements and certain Cash Management Arrangements, as such terms are defined in the Security Agreement among the Grantor, each affiliate of the Grantor that is party thereto from time to time and the Administrative Agent, dated as of August 13, 2010 (the "Security Agreement"). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

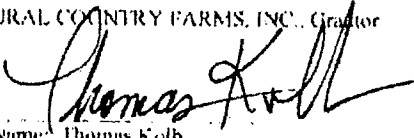
This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

NATURAL COUNTRY FARMS, INC., Grantor

By

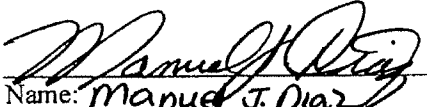


Name: Thomas Kolb

Title: Senior Vice President,

Chief Financial Officer and Treasurer

BANK OF MONTREAL, as Administrative Agent

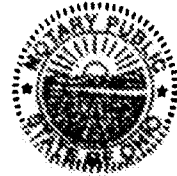
By: 
Name: Manuel J. Diaz
Title: Vice President

STATE OF OHIO
COUNTY OF Summit

On this 11th day of August, 2010, before me personally came Thomas Kolb who, being by me duly sworn, did state as follows: that [s]he is Senior Vice President & CFO of Natural Country Farms, Inc. and that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public

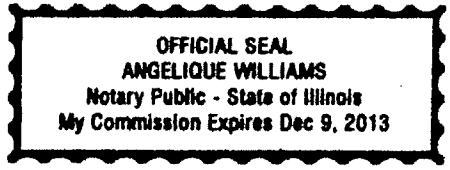
B.J. Gardner
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 03/10



STATE OF Ill.)
COUNTY OF Cook) ss.:

On this 11 day of 08, 2010, before me personally came MANUEL J Diaz who, being by me duly sworn, did state as follows: that [s]he is a Vice President of Bank of Montreal, that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Angelique Williams
Notary Public



SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK	COUNTRY
73/658,461	1,472,565	GLACIER VALLEY	USA
73/617,789	1,440,124	NATURAL COUNTRY	USA
74/295,399	1,770,336	NATURAL COUNTRY (DESIGN)	USA
74/295,374	2,042,564	SUNFLO	USA