

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 Selection Foods, LLC		12/21/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	200 Bay Street
Internal Address:	Royal Bank Plaza, 12th Floor, South Tower
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3183365	EARTHBOUND FARM
Registration Number:	2236482	EARTHBOUND FARM
Registration Number:	1720571	EARTHBOUND FARM
Registration Number:	2348739	EARTHBOUND FARM
Registration Number:	3309220	EARTHBOUND FARM
Registration Number:	3309219	EARTHBOUND FARM
Registration Number:	3309218	EARTHBOUND FARM
Registration Number:	3183366	EARTHBOUND FARM ORGANIC
Registration Number:	2738226	EARTHBOUND FARM ORGANIC
Registration Number:	3410600	EARTHBOUND FARM ORGANIC
Registration Number:	3186435	EARTHBOUND FARM ORGANIC
Registration Number:	3239737	EARTHBOUND FARM ORGANIC
Registration Number:	3239738	EARTHBOUND FARM ORGANIC

OP \$1190.00 3183365

Registration Number:	3239739	EARTHBOUND FARM ORGANIC
Registration Number:	3239740	EARTHBOUND FARM ORGANIC
Registration Number:	2530292	FOOD TO LIVE BY
Registration Number:	2733021	
Registration Number:	3058172	GRAB & GO SALAD
Registration Number:	2365489	GREEN HARVEST
Registration Number:	3299580	GREEN HARVEST
Registration Number:	3259478	GREEN HARVEST
Registration Number:	3244499	GREEN HARVEST ORGANIC
Registration Number:	3244500	GREEN HARVEST ORGANIC
Registration Number:	3463318	GREEN HARVEST ORGANIC
Registration Number:	3463319	GREEN HARVEST ORGANIC
Registration Number:	3481392	GREEN HARVEST ORGANIC
Registration Number:	2319957	HARVEST WALK
Registration Number:	2404866	LA BELLE SALADE
Registration Number:	3003031	
Registration Number:	2109692	NATURAL SELECTION FOODS
Registration Number:	2069073	RIVERSIDE FARMS
Registration Number:	1845202	RAVE
Registration Number:	3170042	SNACKS TO LIVE BY
Registration Number:	3216478	SNACKS TO LIVE BY
Registration Number:	1800306	SUPERIOR SALAD
Registration Number:	1797979	THE CALIFORNIA SALAD
Registration Number:	3018443	THE ORGANIC KITCHEN
Registration Number:	3265900	THE ORGANIC KITCHEN
Registration Number:	3280529	THE ORGANIC KITCHEN
Registration Number:	2925538	THE ORGANIC SOLUTION
Registration Number:	1694657	TKO
Registration Number:	1937076	TKO FARMS INC. ORGANIC SPECIALTY LETTUCES AND SALAD GREENS
Serial Number:	77938105	EARTHBOUND FARM
Serial Number:	77938111	EARTHBOUND FARM
Serial Number:	77939226	EARTHBOUND FARM ORGANIC
Serial Number:	77939219	EARTHBOUND FARM ORGANIC
Serial Number:	77890348	EARTHBOUND FARM ORGANIC

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-3175
Email: jnull@stblaw.com
Correspondent Name: Parijat Sharma
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 080599/0089

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: J. Jason Mull

Signature: /J. Jason Mull/

Date: 12/31/2010

Total Attachments: 14

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AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of December 21, 2010, is made by NATURAL SELECTION FOODS, LLC, a California limited liability company (the "Grantor"), in favor of ROYAL BANK OF CANADA, as Administrative Agent (the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of July 20, 2009, as amended and restated as of December 21, 2010, among Earthbound Holdings II, LLC, Earthbound Holdings III, LLC (the "Borrower"), the Administrative Agent and the banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Amended and Restated Guarantee and Collateral Agreement, dated as of December 21, 2010 in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), which amends and restates the Guarantee and Collateral Agreement, dated as of July 20, 2009 (the "Existing Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Existing Guarantee and Collateral Agreement, the Grantor entered into a Grant of Security Interest in Trademarks agreement, dated as of July 20, 2009 (the "Existing Trademark Agreement") in favor of the Agent for the ratable benefit of the Secured Parties, and the Existing Trademark Agreement was recorded at the United States Patent and Trademark Office on August 6, 2009 at Reel/Frame 4039/0560;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties to secure the Obligations.

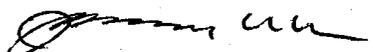
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATURAL SELECTION FOODS, LLC

By: 
Name: JEFFREY R CORIK
Title: CFO

Signature Page to Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004444 FRAME: 0061

ROYAL BANK OF CANADA
as Administrative Agent for the Lenders

By: 
Name: _____
Title: Susan Khokher
Manager, Agency

Signature Page to Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004444 FRAME: 0062

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

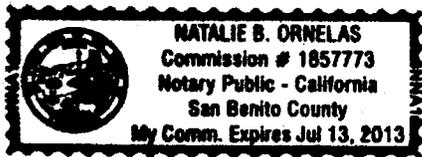
State of California

County of San Benito

On Dec 20 2010 before me, Natalie B. Ornelas Notary Public

personally appeared Jeff Cook

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Security Interest in Trademarks

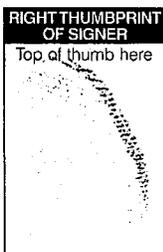
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeff Cook

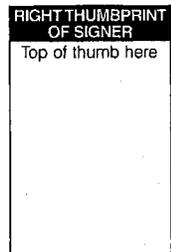
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

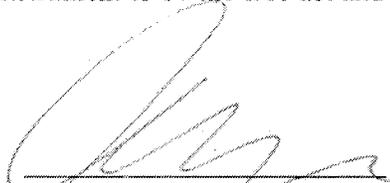
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CANADA)
)
PROVINCE OF ONTARIO)

On the 20th day of December, 2010, in the City of Toronto, before me came Susan Khokher, who, being duly sworn, did depose and say that she is the Manager, Agency Services Group, Royal Bank of Canada ("RBC"), the entity that executed the Amended and Restated Grant of Security Interest in Trademarks effective December 21, 2010 (the "Instrument") in respect of Natural Selection Foods, LLC's pledge and grant of security interests in certain trademarks; that she executed and delivered the Instrument pursuant to authority given by RBC; and that she acknowledged the Instrument to be the free act and deed of RBC.



A Notary Public in and for
the Province of Ontario

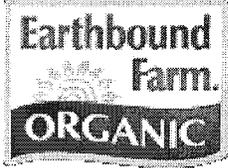
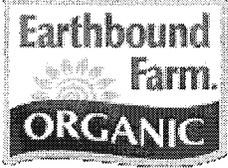
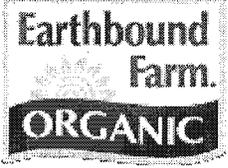
SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration No. / Application No.	Registration Date / Filing Date
EARTHBOUND FARM	Application No. 77/938105	Filed 2/17/2010
EARTHBOUND FARM	Application No. 77/938111	Filed 2/17/2010
EARTHBOUND FARM	Application No. <u>78/768294</u> Registration No. 3,183,365	In-Use filed 12/07/05 (electronically) Registered 12/12/06
EARTHBOUND FARM	Application No. 75/319,293 Registration No. 2,236,482	Filed 07/03/97 Registered 04/06/99 8 & 15 filed 03/23/05 8 & 15 Accepted 04/16/05 8 & 9 filed 03/10/09
EARTHBOUND FARM	Application No. 74/210,542 Registration No. 1,720,571	Filed 10/08/91 Registered 09/29/92 Renewed 01/19/03
EARTHBOUND FARM	Application No. 75/756,831 Registration No. 2,348,739	Filed 07/21/99 Registered 05/09/00 Affidavit of Use Accepted 7/17/06 Renewal application filed 06/17/09
EARTHBOUND FARM	Application No. <u>78/764,931</u> Registration No. 3309220	Filed 12/01/05 Registered 10/9/07

Trademark	Registration No. / Application No.	Registration Date / Filing Date
EARTHBOUND FARM	Application No. <u>78/764,924</u> Registration No. 3309219	Filed 12/01/05 Registered 10/9/07
EARTHBOUND FARM	Application No. <u>78/764,914</u> Registration No. 3309218	Filed 12/01/05 Registered 10/9/07
EARTHBOUND FARM ORGANIC and Color Design 	Application No. 77/939226	Filed 2/18/2010
EARTHBOUND FARM ORGANIC and Color Design 	Application No. 77/939219	Filed 2/18/2010
EARTHBOUND FARM ORGANIC and Design 	Application No. 77/890348	Filed 12/10/2009
EARTHBOUND FARM ORGANIC and Design 	Application No. <u>78/768,309</u> Registration No. 3,183,366	Filed 12/07/05 Registered 12/12/06
EARTHBOUND FARM ORGANIC and Design	Application No. 76/292,775 Registration No. 2,738,226	Filed 07/31/01 Registered 07/15/03 Affidavit of Use filed 06/17/09

Trademark	Registration No. / Application No.	Registration Date / Filing Date
		
<p>EARTHBOUND FARM ORGANIC and Design</p> 	<p>Application No. <u>78/768,323</u> Registration No. 3410600</p>	<p>Filed 12/07/05 Registered 4/8/08</p>
<p>EARTHBOUND FARM ORGANIC and Design</p> 	<p>Application No. <u>78/768,334</u> Registration No. 3,186,435</p>	<p>Filed 12/07/05 Registered 12/19/06</p>
<p>EARTHBOUND FARM ORGANIC and Color Design</p> 	<p>Application No. <u>78927181</u> Registration No. 3,239,737</p>	<p>Filed 7/11/06 Registered 5/8/07</p>

Trademark	Registration No. / Application No.	Registration Date / Filing Date
EARTHBOUND FARM ORGANIC and Color Design 	Application No. <u>78/927,188</u> Registration No. 3,239,738	Filed 7/11/06 Registered 5/8/07
EARTHBOUND FARM ORGANIC and Color Design 	Application No. <u>78/927,195</u> Registration No. 3,239,739	Filed 7/11/06 Registered 5/8/07
EARTHBOUND FARM ORGANIC and Color Design 	Application No. <u>78927202</u> Registration No. 3,239,740	Filed 7/11/06 Registered 5/8/07
FOOD TO LIVE BY	Application No. 75/668,995 Registration No. 2,530,292	Filed 03/26/99 Registered 01/15/02 Affidavit of Use 8 & 15 accepted
FULL SUN DESIGN 	Application No. 76/292,776 Registration No. 2,733,021	Filed 07/31/01 Registered 07/01/03 Affidavit of Use filed 06/09
<u>GRAB & GO SALAD</u>	Application No. 78/322,955 Registration No. 3,058,172	Filed 11/04/03 Registered 02/07/06

Trademark	Registration No. / Application No.	Registration Date / Filing Date
<u>GREEN HARVEST</u>	Application No. 75/735,616 Registration No. 2,365,489	Filed 06/23/99 Registered 07/04/00 Affidavit of Use Accepted 7/17/06
<u>GREEN HARVEST</u>	Application No. <u>78/757,070</u> Registration No. 3,299,580	Filed 11/18/05 Registered 9/25/07
<u>GREEN HARVEST</u>	Application No. <u>78/757,079</u> Registration No. 3,259,478	Filed 11/18/05 Registered 7/3/07
GREEN HARVEST ORGANIC and Color Design 	Application No. <u>78/902,722</u> Registration No. 3,244,499	Filed 06/07/06 Registered 5/22/07
GREEN HARVEST ORGANIC and Color Design 	Application No. <u>78/902,730</u> Registration No. 3,244,500	Filed 06/07/06 Registered 5/22/07
GREEN HARVEST ORGANIC and Black & White Design 	Application No. <u>77/111,931</u> Registration No. 3,463,318	Filed 2/20/07 Registered 7/8/08

Trademark	Registration No. / Application No.	Registration Date / Filing Date
<p>GREEN HARVEST ORGANIC and Black & White Design</p> 	<p>Application No. <u>77/111,937</u> Registration No. 3,463,319</p>	<p>Filed 2/20/07 Registered 7/8/08</p>
<p>GREEN HARVEST ORGANIC and Color Design</p> 	<p>Application No. <u>77/111,946</u> Registration No. 3,481,392</p>	<p>Filed 2/20/07 Registered 08/05/08</p>
<p><u>HARVEST WALK</u></p>	<p>Application No. 75/739,086 Registration No. 2,319,957</p>	<p>Filed 06/29/99 Registered 02/15/00 Affidavit of Use Accepted 5/10/06 Renewal application filed 06/18/09</p>
<p>LA BELLE SALADE</p>	<p>Application No. 75/739,085 Registration No. 2,404,866</p>	<p>Filed 06/29/99 Registered 11/14/00 Affidavit of Use filed 11/06/06 Affidavit of Use accepted 02/01/07</p>
<p>LEAF DESIGN</p> 	<p>Application No. 78/245,942 Registration No. 3,003,031</p>	<p>Filed 05/05/03 Registered 09/27/05</p>
<p>NATURAL SELECTION FOODS</p>	<p>Application No. 75/036,352 Registration No. 2,109,692</p>	<p>Filed 12/11/95 Registered 10/28/97 Renewed 3/20/07</p>

Trademark	Registration No. / Application No.	Registration Date / Filing Date
RAVE	Application No. 74/373,792 Registration No. 1,845,202	Filed 03/31/93 Registered 07/12/94 Affidavit of Use accepted and acknowledged 05/25/00 Renewal filed 08/11/04 Renewal granted 01/08/07
RIVERSIDE FARMS	Application No. 75/071,802 Registration No. 2,069,073	Filed 03/13/96 Registered 06/10/97 Renewed 5/10/07
<u>SNACKS TO LIVE BY</u>	Application No. 78/644,759 Registration No. 3,170,042	Filed 06/07/05 Registered 11/07/06
<u>SNACKS TO LIVE BY</u>	Application No. <u>78/645,109</u> Registration No. 3,216,478	Filed 06/07/05 Registered 3/6/07
SUPERIOR SALAD	Application No. 74/315,195 Registration No. 1,800,306	Filed 09/21/92 Registered 10/19/93 Renewed 11/24/03
THE CALIFORNIA SALAD	Application No. 74/274,107 Registration No. 1,797,979	Filed 05/11/92 Registered 10/12/93 Renewed 11/24/03
<u>THE ORGANIC KITCHEN</u>	Application No. 78/219,838 Registration No. 3,018,443	Filed 02/27/03 Registered 11/22/05
<u>THE ORGANIC KITCHEN</u>	Application No. 78/573,489 Registration No. 3,265,900	Filed 02/23/05 Registered 7/17/07
<u>THE ORGANIC KITCHEN</u>	Application No. 78/573,496 Registration No. 3,280,529	Filed 02/23/05 Registered 8/14/07

Trademark	Registration No. / Application No.	Registration Date / Filing Date
THE ORGANIC SOLUTION	Application No. 76/120,605 Registration No. 2,925,538	Filed 08/31/00 Registered 02/08/05
TKO	Application No. 74/169,860 Registration No. 1,694,657	Filed 05/24/91 Registered 06/16/92 Renewed 04/26/03
TKO FARMS INC. ORGANIC SPECIALTY LETTUCES AND SALAD GREENS and Design 	Application No. 74/600,044 Registration No. 1,937,076	Filed 11/17/94 Registered 11/21/95 Affidavit of Use accepted and acknowledged 01/12/02 Renewal Accepted 6/15/06