

**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
The King Arthur Flour Company, Inc.		12/30/2010	CORPORATION: VERMONT

**RECEIVING PARTY DATA**

Name:	Brown Brothers Harriman & Co.
Street Address:	40 Water Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2121834	BAKER'S CATALOGUE
Registration Number:	2916598	BAKER'S COMPANION
Registration Number:	3857323	BAKING ACROSS AMERICA
Registration Number:	1631945	DEDICATED TO THE PURE JOY OF BAKING
Registration Number:	1640707	DEDICATED TO THE PURE JOY OF BAKING
Registration Number:	0170857	EXCALIBUR
Registration Number:	3673917	KAF KIDS
Registration Number:	0284637	KING ARTHUR
Registration Number:	0200271	KING ARTHUR
Registration Number:	2238939	LIFE SKILLS BREAD BAKING PROGRAM
Registration Number:	0200392	
Registration Number:	0200272	
Registration Number:	2535529	NATURALLY PURE & WHOLESOME
Registration Number:	1993103	NEVER BLEACHED NEVER BROMATED

**TRADEMARK**

**900180969**

**REEL: 004450 FRAME: 0650**

**CH \$490.00 2121834**

Registration Number:	0502240	QUEEN GUINEVERE
Registration Number:	0200247	ROUND TABLE
Registration Number:	3246445	THE BAKER'S STORE
Registration Number:	2012066	THE BAKING SHEET
Registration Number:	1637869	WINTERBAKE

**CORRESPONDENCE DATA**

Fax Number: (617)316-8263  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6172390632  
Email: agrandy@eapdlaw.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	43717-18
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	01/11/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT (BORROWER)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2010, is by and between THE KING ARTHUR FLOUR COMPANY, INC., a Vermont corporation (the "Grantor") and BROWN BROTHERS HARRIMAN & CO. (the "Lender").

### WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Bond Purchase, Security and Continuing Covenants Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Bond Purchase Agreement") pursuant to which the Grantor granted to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all UCC Collateral (as defined in the Bond Purchase Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of the Obligations (as defined in the Bond Purchase Agreement);

WHEREAS the parties to the Bond Purchase Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Bond Purchase Agreement) shall occur and be continuing, the right to exercise its remedies under the Bond Purchase Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Bond Purchase Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Bond Purchase Agreement and used herein have the meaning given to them in the Bond Purchase Agreement.
2. Grant of Security Interest in Trademarks. The Grantor hereby grants to the Lender a security interest in, and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").
3. Security for Obligations. This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the

automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of the Obligations.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Bond Purchase Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Bond Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Bond Purchase Agreement, the terms of the Bond Purchase Agreement shall control.

5. Recordation. The Grantor hereby authorizes the Commissioner of Patent and Trademarks or any other applicable United States government officer record this Agreement.

6. Miscellaneous. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page Follows]

*[Signature Page to Trademark Security Agreement (Borrower)]*

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

GRANTOR:

**THE KING ARTHUR FLOUR COMPANY, INC.**

By: \_\_\_\_\_

Name:

Title:

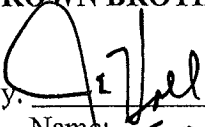
  
STEVEN P VOIGT

President

[Signature Page to Trademark Security Agreement (Borrower)]

LENDER:

**BROWN BROTHERS HARRIMAN & CO.**

By:  \_\_\_\_\_  
Name: J. EDWARD HALL  
Title: MANAGING DIRECTOR

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**THE KING ARTHUR FLOUR COMPANY, INC.**  
**U.S. Trademark Registrations**

#	Mark	Reg. No.	Reg. Date
1.	BAKER'S CATALOGUE	2,121,834	12/16/1997
2.	BAKER'S COMPANION	2,916,598	01/04/2005
3.	BAKING ACROSS AMERICA	3,857,323	10/05/2010
4.	DEDICATED TO THE PURE JOY OF BAKING	1,631,945	01/15/1991
5.	DEDICATED TO THE PURE JOY OF BAKING (STYLIZED)	1,640,707	04/09/1991
6.	EXCALIBUR AND DESIGN	170,857	07/24/1923
7.	KAF KIDS	3,673,917	08/25/2009
8.	KING ARTHUR (STYLIZED)	284,637	07/07/1931
9.	KING ARTHUR (STYLIZED)	200,271	06/30/1925

#	Mark	Reg. No.	Reg. Date
10.	LIFE SKILLS BREAD BAKING PROGRAM	2,238,939	04/13/1999
11.	MISCELLANEOUS DESIGN	200,392	06/30/1925
12.	MISCELLANEOUS DESIGN	200,272	06/30/1925
13.	NATURALLY PURE & WHOLESOME	2,535,529	02/05/2002
14.	NEVER BLEACHED NEVER BROMATED	1,993,103	08/13/1996
15.	QUEEN GUINEVERE	502,240	09/21/1948
16.	ROUND TABLE (STYLIZED)	200,247	06/30/1925
17.	THE BAKER'S STORE	3,246,445	05/29/2007
18.	THE BAKING SHEET	2,012,066	10/29/1996
19.	WINTERBAKE	1,637,869	03/12/1991