

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
Trudeau Foods, LLC		11/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N. A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1757091	FRITZIE FRESH	
Registration Number:	2912935	FRITZIE FRESH	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1951292		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$65.00 1757091

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**TRADEMARK
 REEL: 004660 FRAME: 0265**

Signature:	/richard kalwa/
Date:	11/11/2011
Total Attachments: 4 source=47183984#page1.tif source=47183984#page2.tif source=47183984#page3.tif source=47183984#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 7th day of November, 2011, Trudeau Foods, LLC, a Delaware limited liability company ("*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to BMO Harris Bank N.A. (formerly known as Harris N.A.) ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor, Debtor and certain affiliates of Debtor as set out in that certain Security Agreement dated as of February 11, 2011 among Debtor, Trudeau Holdings, LLC, a Delaware limited liability company, the other parties thereto as debtors, and such other parties, including Debtor, who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TRUDEAU FOODS, LLC

By: 
Name: JASON DUGAN
Title: CFO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TRUDEAU FOODS, LLC

By: _____
Name: _____
Title : _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Title: Managing Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Status	Registration No.	Registration Date	Owner Name
FRITZIE FRESH (word)	U.S.	Registered	1757091	March 9, 1993	Fritz Company, Inc.
FRITZIE FRESH (word and design)	U.S.	Registered	2912935	December 21, 2004	Fritz Company, Inc.
FRITZIE FRESH SHARING FUN SINCE 1940 (word and design)	U.S.	Not Registered			Fritz Company, Inc.
GARDEN AVENUE BAKERY	U.S.	Not registered			Fritz Company, Inc.