

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
Gold Standard Baking, Inc.		12/29/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Aldine SBIC Fund, L.P.		
Street Address:	30 West Monroe St., Suite 1310		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3135819	TASTE THE OTHERS CAN'T TOUCH	
Registration Number:	3266569	DRESSEL'S	
Registration Number:	1518185	GOLD STANDARD BAKING	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.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:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339733-00001		
NAME OF SUBMITTER:	Carole Dobbins		

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Signature:	/Carole Dobbins/
Date:	01/05/2012
<p>Total Attachments: 13</p> <p>source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif</p>	

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 29, 2011 by Gold Standard Baking, Inc., an Illinois corporation ("Borrower"), in favor of Aldine SBIC Fund, L.P. (the "Purchaser").

WITNESSETH:

WHEREAS, Borrower, certain of Borrower's affiliates and Purchaser have entered into that certain Amended and Restated Note and Equity Purchase Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Purchase Agreement, that Borrower enter into this Agreement;

NOW THEREFORE, in consideration of the premises, to induce Purchaser to enter into the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation of Purchase Agreement.** The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Purchase Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Obligations, Borrower hereby grants to Purchaser a security interest in and to all of Borrower's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and

payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of Borrower's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which Borrower is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided

further, however, that, upon Purchaser's request, Borrower will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Borrower agrees and covenants that until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Borrower will not, without Purchaser's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Borrower's obligations under this Agreement, and Borrower further agrees and covenants that without Purchaser's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights granted to Purchaser under this Agreement. Borrower agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Purchaser thereto.

4. Certain Covenants, Representations and Warranties of Borrower. Borrower covenants, represents and warrants (to the best of Borrower's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Borrower) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise, except to the extent Borrower reasonably determines in good faith that the same is no longer material to Borrower's business; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and, to the best of Borrower's knowledge, Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Borrower's knowledge, no written claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Purchaser, pursuant to this Agreement or the other Financing Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which Borrower has any right, title or interest; (vii) Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) Borrower will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Borrower's business); and (ix) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Purchaser prompt written notice thereof. Borrower hereby authorizes Purchaser to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Purchaser to make any such notation shall not limit or affect the obligations of Borrower or rights of Purchaser hereunder.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of Purchaser in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of Patents, Marks and Copyrights licensed to an Borrower, such smaller geographic location if any is specified for Borrower's use in the applicable License) and without any liability of Purchaser to Borrower for royalties or other related charges. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Purchase Agreement.

7. **Inspection.** Purchaser shall have the right, at any reasonable time and from time to time, in accordance with the terms of the Purchase Agreement, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Purchaser to Borrower of Purchaser's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Borrower agrees that Purchaser, or a conservator appointed by Purchaser, shall have the right to establish such additional product quality controls as Purchaser or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Marks consistent with the quality of products now manufactured by Borrower.

8. **Termination of Borrower's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Purchase Agreement, subject to any disposition thereof which may have been made by Purchaser pursuant hereto or pursuant to any of the other Financing Documents, the security interest granted hereunder shall automatically be extinguished. Purchaser shall, at the request of Borrower and at Borrower's reasonable expense, execute and deliver to Borrower, all termination statements and other instruments as may be necessary or proper to evidence the termination of the security interest granted to Purchaser pursuant to this Agreement, subject to any disposition thereof which may have been made by Purchaser pursuant hereto or pursuant to any of the other Financing

Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Purchaser.

9. **Duties of the Borrower.** Except to the extent the same is no longer material to Borrower's business, Borrower shall have the duty (i) to prosecute diligently any patent application included in the Patents, any application respecting the Marks, and any copyright application respecting the Copyrights, in each case pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Borrower. Except to the extent the same is no longer material to Borrower's business, Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Purchaser.

10. **Purchaser's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Purchaser shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Purchaser shall commence any such suit, Borrower shall, at the request of Purchaser, do any and all lawful acts and execute any and all proper documents reasonably required by Purchaser in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Purchaser for all reasonable costs and expenses incurred by Purchaser in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Borrower and Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of Purchaser, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Borrower shall execute and deliver to Purchaser, at any time or times hereafter at the request of Purchaser, all papers (including, without limitation, any as may be deemed desirable by Purchaser for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Purchaser), as Purchaser may reasonably request, to evidence Purchaser's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Purchaser's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Purchaser's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby constitutes and appoints Purchaser as Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments determined by Purchaser as necessary or desirable for Purchaser in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Purchaser deems in good faith to be in the best interest of Purchaser, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Purchaser under the Purchase Agreement or any of the Financing Documents but rather is intended to facilitate the exercise of such rights and remedies. Purchaser shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases Purchaser from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Purchaser under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its respective successors and assigns and shall inure to the benefit of Purchaser and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Northbrook, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

19. **Subordination Agreement.** Notwithstanding anything herein to the contrary, the security interests granted to Purchaser pursuant to or in connection with this Agreement and the exercise of any right or remedy by Purchaser hereunder are subject to the terms and conditions of the Subordination Agreement. To the extent any provision of this Agreement conflicts with the Subordination Agreement, the Subordination Agreement shall control. Without limiting the generality of the foregoing, until the Senior Debt is paid in full in cash and all commitments to lend under the Senior Credit Agreement have terminated, (a) any assignment or transfer of Collateral hereunder to Purchaser shall be to Senior Agent, (b) any request or consent of Purchaser required or made hereunder shall be deemed to be required or made by Senior Agent, (c) any delivery of any Collateral or other item to Purchaser required hereunder shall be to Senior Agent, (d) any right of Purchaser to assert any claims on behalf of Grantor shall be vested in Senior Agent and (e) all items required to be delivered to Purchaser hereunder or other property paid or payable with respect of any of the Collateral shall be delivered to Senior Agent as contractual representative for purposes of perfection for Purchaser.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Company has duly executed this Patent, Copyright and Trademark Security Agreement as of the date first written above.

GOLD STANDARD BAKING, INC., an Illinois corporation

By: 

Name: Ryan McKenzie

Title: CFO

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None

SCHEDULE D

TRADEMARKS, SERVICE MARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Taste The Others Can't Touch	3,135,819	8/29/06
Dressel's	3,266,569	7/17/07
Gold Standard Baking	1,518,185	12/27/88

SCHEDULE E

TRADEMARK LICENSES

None