

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:	Northbrook Bank & Trust Company, as agent		
Street Address:	1100 Waukegan Road		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	State bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3266569	DRESSEL'S	
Registration Number:	1518185	GOLD STANDARD BAKING	
Registration Number:	3135819	TASTE THE OTHERS CAN'T TOUCH	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.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:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLp		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	36461-0003		
NAME OF SUBMITTER:	Chris L. Bollinger		

CH \$90.00 3266569

Signature:	/Chris L. Bollinger/
Date:	01/11/2012
Total Attachments: 17 source=1-3 - GSB Security Interest#page1.tif source=1-3 - GSB Security Interest#page2.tif source=1-3 - GSB Security Interest#page3.tif source=1-3 - GSB Security Interest#page4.tif source=1-3 - GSB Security Interest#page5.tif source=1-3 - GSB Security Interest#page6.tif source=1-3 - GSB Security Interest#page7.tif source=1-3 - GSB Security Interest#page8.tif source=1-3 - GSB Security Interest#page9.tif source=1-3 - GSB Security Interest#page10.tif source=1-3 - GSB Security Interest#page11.tif source=1-3 - GSB Security Interest#page12.tif source=1-3 - GSB Security Interest#page13.tif source=1-3 - GSB Security Interest#page14.tif source=1-3 - GSB Security Interest#page15.tif source=1-3 - GSB Security Interest#page16.tif source=1-3 - GSB Security Interest#page17.tif	

EXECUTION COPY

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 Northbrook Bank & Trust Company, acting as agent (in such capacity, the "Agent") for the Lenders referred to below and the L/C Issuer (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, Borrower, the financial institutions from time to time party thereto ("Lenders"), the L/C Issuer and Agent have entered into that certain Credit Agreement dated as of December 29, 2011 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement, the Lenders' commitments to make certain loans and advances to Borrower thereunder and the L/C Issuer's commitment to issue certain letters of credit for the account of Borrower thereunder, that Borrower enter into this Agreement;

NOW THEREFORE, in consideration of the premises, to induce Agent, the L/C Issuer and each Lender to enter into the Credit Agreement, to induce the Lenders to make any loan or advance to Borrower thereunder, to induce the L/C Issuer to issue any letter of credit for the account of Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Incorporation of Credit Agreement. The Credit 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 Credit 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 Agent, for the benefit of Lenders, Agent and the L/C Issuer, 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 Agent'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 Credit Agreement shall have been terminated, Borrower will not, without Agent'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 Agent'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 Agent 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 Agent 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 Agent, for the benefit of Lenders, the L/C Issuer and itself, pursuant to this Agreement or the other Loan 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 Credit 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 Agent prompt written notice thereof. Borrower hereby authorizes Agent 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 Agent to make any such notation shall not limit or affect the obligations of Borrower or rights of Agent hereunder.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of Agent 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 Agent 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 Credit Agreement.

7. **Inspection.** Agent shall have the right, at any reasonable time and from time to time, in accordance with the terms of the Credit 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 Agent to Borrower of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent 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 Credit Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Agent 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 Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

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 Agent and the Required Lenders.

10. **Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Agent 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 Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, 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 Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent 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 Agent), as Agent may reasonably request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan 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 Agent 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 Agent as necessary or desirable for Agent 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 Agent deems in good faith to be in the best interest of Agent, (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 Credit 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 Agent under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent 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 Agent 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 Agent 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 Agent 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.

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

GOLD STANDARD BAKING, INC.

By: _____

Name: Ryan McKenzie

Title: CFO

Received in Northbrook, Illinois, as of
the date first written above.

NORTHBROOK BANK & TRUST COMPANY, as Agent

By: _____

Name: _____

Title: _____


IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

GOLD STANDARD BAKING, INC.

By: _____
Name: _____
Title: _____

Received in Northbrook, Illinois, as of
the date first written above.

NORTHBROOK BANK & TRUST COMPANY, as Agent

By: 
Name: Nathan Margot
Title: Senior Vice President

STATE OF Illinois)
) SS.
COUNTY OF COOK)

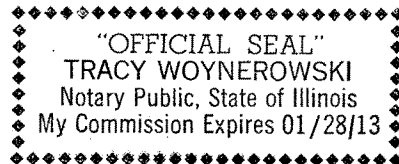
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Ryan McKenzie, personally known to me to be the CFO of Gold Standard Baking, Inc., an Illinois corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the ____ day of December, 2011.

(NOTARIAL SEAL)

Tracy Woynerowski
Notary Public

My Commission Expires: 1/28/13



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None

SCHEDULE D

TRADEMARKS, SERVICE MARKS

Mark	Reg. No.	Issue Date	Serial No.	Filing Date
DRESSEL'S	3,266,569	July 17, 2007	77-029,693	October 26, 2006
GOLD STANDARD BAKING	1,518,185	December 27, 1988	73-726,417	May 4, 1988
TASTE THE OTHERS CAN'T TOUCH	3,135,819	August 29, 2006	78-720,190	September 26, 2005

SCHEDULE E

TRADEMARK LICENSES

None

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

KNOW ALL MEN BY THESE PRESENTS, that Gold Standard Baking, Inc., an Illinois corporation ("Borrower"), hereby appoints and constitutes Northbrook Bank & Trust Company, an Illinois state bank ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at and during the time periods specified in the foregoing Patent, Copyright, License and Trademark Security Agreement (the "Collateral Agreement"):

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement dated as of December 29, 2011 among Borrower, the financial institutions listed on the Commitment Schedule thereto and Agent and may not be revoked until the payment in full of all liabilities and obligations of the Borrower under such Credit Agreement.

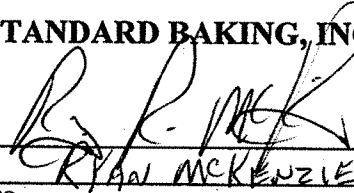
GOLD STANDARD BAKING, INC.

By: _____

Name: _____

Title: _____

CFO



RYAN MCKENZIE

