

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
Hearthside Food Solutions, LLC		06/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78975790	FIRESIDE BAKING COMPANY	
Serial Number:	78160170	FIRESIDE BAKING COMPANY	
Serial Number:	76364919	FIRESIDE BAKING COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8307		
Email:	latiffany.brown@kattenlaw.com		
Correspondent Name:	LaTiffany Brown		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-504		
NAME OF SUBMITTER:	LaTiffany Brown		

CH \$90.00 78975790

Signature:	/LaTiffany Brown/
Date:	06/08/2012
Total Attachments: 8 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif source=TSA#page6.tif source=TSA#page7.tif source=TSA#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2012, is made by HEARTHSIDE FOOD SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 8, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HEARTHSIDE FOOD SOLUTIONS, LLC,
a Delaware limited liability company
as Grantor

By: Mark R. Burgett
Name: Mark R. Burgett
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

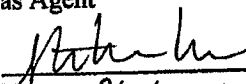
Very truly yours,

HEARTHSIDE FOOD SOLUTIONS, LLC,
a Delaware limited liability company
as Grantor

By: _____
Name: Mark R. Burgett
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: *Stephanie Krolas*
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Attached.

Trademarks owned by HearthSide Food Solutions, LLC:

Mark	Status	Country	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Goods
FIRESIDE BAKING COMPANY & Design	Registered	United States of America	78975790	03-Sep-2002	2955799	24-May-2005	24-May-2015	29	Dried fruit snacks; processed nuts; fruit-based breakfast bars; candied nuts; snack mix consisting mostly of nuts and dried fruit
FIRESIDE BAKING COMPANY & Design	Registered	United States of America	78160170	03-Sep-2002	2972792	19-Jul-2005	19-Jul-2015	30	Pastries for use in toasters; brownies; peanut brittle; chocolate-covered nuts
FIRESIDE BAKING COMPANY & Design	Registered	United States of America	76364919	29-Jan-2002	2656418	03-Dec-2002	03-Dec-2012	30	BAKERY GOODS, NAMELY, COOKIES, FRUIT BARS, BISCUITS and CRACKERS
OREGON'S FINEST EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY & Design	Filed	United States of America	85419440	09-Sep-2011				30	Bakery goods, namely, granola; Breakfast cereals; Cereal-based snack foods; Cheese flavored puffed corn snacks; Corn flakes; Corn-based snack foods; Extruded corn snacks; Extruded wheat snacks; Grain-based food bars also containing dried fruits; Grain-based snack foods; Granola; Granola snacks; Granola-based snack bars; Multigrain-based snack foods; Puffed corn snacks; Ready to eat, cereal derived food bars; Ready-to-eat cereals; Rice-based snack foods; Wheat-based snack foods
PROFESSOR CRUMB'S	Registered	Canada	797767	20-Nov-1995	TMA466518	28-Nov-1996	28-Nov-2026	0	Cookies

Mark	Status	Country	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Goods
SNACK ALONGS	Abandoned	United States of America	85243012	15-Feb-2011				30	Bagel chips; Bakery goods, namely, granola; Bakery products, namely, sweet bakery goods; Biscotti; Breakfast cereals; Candy coated popcorn; Cereal based energy bars; Cereal-based snack foods; Cheese flavored puffed corn snacks; Cheese flavored snacks, namely, cheese curls; Cheese flavored snacks, namely, puffed cheese balls; Cheese-flavored corn snacks; Chocolate covered popcorn; Chocolate covered pretzels; Corn chips; Corn curls; Corn flakes; Corn-based snack foods; Cracker and cheese combinations; Crackers; Extruded corn snacks; Extruded wheat snacks; Glazed popcorn; Grain-based beverages; Grain-based food bars also containing dried fruits; Grain-based food beverages; Grain-based snack foods; Granola; Granola snacks; Granola-based snack bars; Multigrain-based snack foods; Pita chips; Popcorn; Puffed corn snacks; Ready to eat, cereal derived food bars; Ready-to-eat cereals; Rice-based snack foods; Snack food chews made primarily from brown rice cyrup; Snack foods, namely, chocolate-based snack foods; Snack mix consisting primarily of crackers, pretzels and/or popped popcorn; Wheat-based snack foods; Yogurt-covered pretzels

Mark	Status	Country	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Goods
SNACK CRAFTERS	Registered	Canada	1011399	09-Apr-1999	TMA560055	09-Apr-2002	09-Apr-2017	0	(1) Rice cakes. (2) Snack foods, namely, granola-based snack food, cereal-based snack food, fruit-based snack food, rice-based snack food, grain-based snack food, vegetable-based snack food, chocolate-based snack food, dairy-based snack food, sugar-based snack food, nut-based snack food