

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dawn Foods, Inc.		06/29/2012	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Regiment Capital Management, LLC, as collateral agent
Street Address:	222 Berkeley Street
Internal Address:	13th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	3955877	ADORE
Registration Number:	3224905	FRUTTA ROYAL
Registration Number:	3413098	WE KNOW. WE CARE. WE CAN HELP.
Registration Number:	3649093	TRANS FAT 0 GRAMS TRANS FAT
Registration Number:	2925039	RICHARDSON & HOLLAND
Serial Number:	77703432	SWEET BAKING. SMART THINKING.
Registration Number:	4045959	MI PANADERIA
Registration Number:	3655873	CELEBRATION
Registration Number:	3759508	BUT-R-CREME
Registration Number:	3747915	GOURMET PASTRY
Registration Number:	3648698	MI PANADERIA
Registration Number:	3729442	ROYAL GOURMET
Registration Number:	3652495	PASTRY TIME

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Registration Number:	4067406	SWEET GOODNESS
Registration Number:	3752706	DAWN FOODSERVICE
Registration Number:	2549545	DAWN
Registration Number:	3296126	COUNTRYSIDE
Registration Number:	3296124	COUNTRYSIDE
Registration Number:	3172908	DAWN CIRCLE OF EXCELLENCE PEOPLE · PRODUCTS · CUSTOMERS ·
Registration Number:	2906075	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	2906011	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	3098517	ICE & PACK
Registration Number:	2420491	WASCO
Registration Number:	2389181	WASCO
Registration Number:	2117900	HYDRA-STAR
Registration Number:	2017595	R&H
Registration Number:	1682162	DAWN
Registration Number:	1965138	R&H
Registration Number:	1943691	SPEEDY
Registration Number:	1910284	BANNER
Registration Number:	1973622	COUNTRY GOLD
Registration Number:	1983353	MALLO-RICH
Registration Number:	1952385	SPEEDY CREME
Registration Number:	1974546	RICHBEST
Registration Number:	1958362	SUPERBLEND
Registration Number:	2090310	GOLDEN CHOICE
Registration Number:	1979134	POUCH PAK
Registration Number:	1807809	DIP QUIK
Registration Number:	1975565	RIGHT CHOICE
Registration Number:	1699284	MOIST & MORE
Registration Number:	1671283	BAKERS' ADVANTAGE
Registration Number:	1700703	RICHCREME
Registration Number:	1698462	NUTRA RICH
Registration Number:	1686584	FUDGE ROYALE
Registration Number:	1593235	HEALTHY HARVEST
Registration Number:	1481772	O.J.
Registration Number:	1397031	FROSTEEN

Registration Number:	1395951	R&H
Registration Number:	1408783	RICHBLEND
Registration Number:	1353136	CRATER CONE
Registration Number:	1338241	MAJESTIC
Registration Number:	1343038	A
Registration Number:	1397814	RICHMIX
Registration Number:	1313701	LORD BENCHLEY'S
Registration Number:	1238987	SOFT-N-RICH
Registration Number:	1202235	ORIGINATOR
Registration Number:	1169499	DAWN
Registration Number:	1185034	DANSK
Registration Number:	1152589	DAWN
Registration Number:	1186973	FREEZER TESTED
Registration Number:	1098272	"THERE'S A DIFFERENCE"
Registration Number:	0986556	YOLAY
Registration Number:	0951309	DAWN
Registration Number:	0942071	POPPIN WHEAT
Registration Number:	0858042	INVINCIBLE
Registration Number:	0807322	EVERY SUNRISE EVERYWHERE
Registration Number:	0822967	DAWN DONUTS
Registration Number:	0227939	DAWN
Registration Number:	0226173	DAWN DONUT
Registration Number:	0974735	POUCH-PAK

CORRESPONDENCE DATA

Fax Number: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 059182-0042

NAME OF SUBMITTER: Melissa Karp (059182-0042)

Signature:

TRADEMARK
REEL: 004811 FRAME: 0867

/kc for mk/

Date:

06/29/2012

Total Attachments: 6

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2012 (this "Agreement") by Dawn Foods, Inc., a Michigan corporation (the "Grantor"), is in favor of Regiment Capital Management, LLC in its capacity as collateral agent pursuant to the Security Agreement (as defined below).

WHEREAS, the Grantor has adopted, used and are using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 29, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Regiment Capital Management, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree hereby as follows:

1. The Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

2. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Upon the payment in full of all Secured Obligations or the cancellation or termination of the Commitments (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate hereunder and all rights to the Collateral shall revert to the Grantor.

4. Notwithstanding anything herein to the contrary, the right of the Collateral

Agent to exercise any remedy with respect to the liens and security interests granted to the Collateral Agent pursuant to this Agreement is subject to the provisions of the Intercreditor Agreement.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAWS).

6. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantors have caused this Grant of Security Interest--Trademarks to be duly executed by its officer thereunto duly authorized as of June 29, 2012.

DAWN FOODS, INC.

By: _____



Name:

Title:

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ADORE	78728133	Registered	3955877	05/03/11	Dawn Foods, Inc.
FRUTTA ROYAL	78887436	Registered	3224905	04/03/07	Dawn Foods, Inc.
WE KNOW. WE CARE. WE CAN HELP.	78812419	Registered	3413098	04/15/08	Dawn Foods, Inc.
TRANS FAT 0 GRAMS TRANS FAT	78791207	Registered	3649093	06/30/09	Dawn Foods, Inc.
RICHARDSON & HOLLAND	78282707	Registered	2925039	02/08/05	Dawn Foods, Inc.
SWEET BAKING. SMART THINKING.	77703432	Pending – application filed 03/31/09	NA	NA	Dawn Foods, Inc.
MI PANADERIA	77865205	Registered	4045959	10/25/11	Dawn Foods, Inc.
CELBRATION	77977287	Registered	3655873	07/14/09	Dawn Foods, Inc.
BUT-R-CREME	77566700	Registered	3759508	03/09/10	Dawn Foods, Inc.
GOURMET PASTRY	77554984	Registered	3747915	02/09/10	Dawn Foods, Inc.
MI PANADERIA	77546777	Registered	3648698	06/30/09	Dawn Foods, Inc.
ROYAL GOURMET	77546769	Registered	3729442	12/22/09	Dawn Foods, Inc.
PASTRY TIME	77546301	Registered	3652495	07/07/09	Dawn Foods, Inc.
SWEET GOODNESS	77384366	Registered	4067406	12/06/11	Dawn Foods, Inc.
DAWN FOODSERVICE	77216479	Registered	3752706	02/23/10	Dawn Foods, Inc.
DAWN	76149495	Registered	2549545	03/19/02	Dawn Foods, Inc.
COUNTRYSIDE	76666304	Registered	3296126	09/25/07	Dawn Foods, Inc.
COUNTRYSIDE	76666217	Registered	3296124	09/25/07	Dawn Foods, Inc.
DAWNCIRCLE OF EXCELLENCE PEOPLE. PRODUCTS. CUSTOMERS.	76639326	Registered	3172908	11/21/06	Dawn Foods, Inc.
DDA DAWN DISTRIBUTORS ADVANTAGE	76563755	Registered	2906075	11/30/04	Dawn Foods, Inc.
DDA DAWN DISTRIBUTORS ADVANTAGE	76559300	Registered	2906011	11/30/04	Dawn Foods, Inc.
ICE & PACK	76542484	Registered	3098517	05/30/06	Dawn Foods, Inc.
WASCO	75564542	Registered	2420491	01/16/01	Dawn Foods, Inc.
WASCO	75564540	Registered	2389181	09/26/00	Dawn Foods, Inc.
HYDRA-STAR	75202392	Registered	2117900	12/02/97	Dawn Foods, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
R&H	75025736	Registered	2017595	11/19/96	Dawn Foods, Inc.
DAWN	74155747	Registered	1682162	04/07/92	Dawn Foods, Inc.
R&H	74578969	Registered	1965138	04/02/96	Dawn Foods, Inc.
SPEEDY	74556926	Registered	1943691	12/26/95	Dawn Foods, Inc.
BANNER	74537601	Registered	1910284	08/08/95	Dawn Foods, Inc.
COUNTRY GOLD	74536211	Registered	1973622	05/14/96	Dawn Foods, Inc.
MALLO-RICH	74536100	Registered	1983353	07/02/96	Dawn Foods, Inc.
SPEEDY CRÈME	74536098	Registered	1952385	01/30/96	Dawn Foods, Inc.
RICHBEST	74536095	Registered	1974546	05/21/96	Dawn Foods, Inc.
SUPERBLEND	74536094	Registered	1958362	02/27/96	Dawn Foods, Inc.
GOLDEN CHOICE	74532964	Registered	2090310	08/26/97	Dawn Foods, Inc.
POUCH PAK	74482364	Registered	1979134	06/11/96	Dawn Foods, Inc.
DIP QUIK	74368645	Registered	1807809	11/30/93	Dawn Foods, Inc.
RIGHT CHOICE	74318177	Registered	1975565	05/28/96	Dawn Foods, Inc.
MOIST & MORE	74185691	Registered	1699284	07/07/92	Dawn Foods, Inc.
BAKERS' ADVANTAGE	74150760	Registered	1671283	01/07/92	Dawn Foods, Inc.
RICHCREME	74098846	Registered	1700703	07/14/92	Dawn Foods, Inc.
NUTRARICH	74015194	Registered	1698462	06/30/92	Dawn Foods, Inc.
FUDGE ROYALE	73738218	Registered	1686584	05/12/92	Dawn Foods, Inc.
HEALTHY HARVEST	73779117	Registered	1593235	04/24/90	Dawn Foods, Inc.
O.J.	73658285	Registered	1481772	03/22/88	Dawn Foods, Inc.
FROSTEEN	73550669	Registered	1397031	06/10/86	Dawn Foods, Inc.
R&H	73550476	Registered	1395951	06/03/86	Dawn Foods, Inc.
RICHBLEND	73550475	Registered	1408783	09/09/86	Dawn Foods, Inc.
CRATER CONE	73495944	Registered	1353136	08/06/85	Dawn Foods, Inc.
MAJESTIC	73472421	Registered	1338241	05/28/85	Dawn Foods, Inc.
A	73471621	Registered	1343038	06/18/85	Dawn Foods, Inc.
RICHMIX	73452719	Registered	1397814	06/17/86	Dawn Foods, Inc.
LORD BENCHLEY'S	73430454	Registered	1313701	01/08/85	Dawn Foods, Inc.
SOFT-N-RICH	73333725	Registered	1238987	05/17/83	Dawn Foods, Inc.
ORGINATOR	73306975	Registered	1202235	07/20/82	Dawn Foods, Inc.
DAWN	73253033	Registered	1169499	09/15/81	Dawn Foods, Inc.
DANSK	73233544	Registered	1185034	01/05/82	Dawn Foods, Inc.
DAWN	73217475	Registered	1152589	04/28/81	Dawn Foods, Inc.
FREEZER TESTER	73204691	Registered	1186973	01/19/82	Dawn Foods, Inc.
"THERE'S A DIFFERENCE"	73127614	Registered	1098272	08/01/78	Dawn Foods, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
YOLAY	72457091	Registered	0986556	06/18/74	Dawn Foods, Inc.
DAWN	72417730	Registered	0951309	01/23/73	Dawn Foods, Inc.
POPPIN WHEAT	72386718	Registered	0942071	08/29/72	Dawn Foods, Inc.
INVINCIBLE	72290930	Registered	0858042	10/01/68	Dawn Foods, Inc.
EVERY SUNRISE EVERYWHERE	72178596	Registered	0807322	04/19/66	Dawn Foods, Inc.
DAWN DONUTS	72178594	Registered	0822967	01/24/67	Dawn Foods, Inc.
DAWN	71233482	Registered	0227939	05/17/27	Dawn Foods, Inc.
DAWN DONUT	71233481	Registered	0226173	04/05/27	Dawn Foods, Inc.
POUCH-PAK	72420248	Registered	0974735	12/11/73	Dawn Foods, Inc.