

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
GFA Brands, Inc.		07/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3881694	GREAT TASTE & GOOD HEALTH. . .TOGETHER AT LAST
Registration Number:	3878157	SMART BALANCE
Registration Number:	3871585	HEARTRIGHT
Registration Number:	3868803	SMART BALANCE OMEGA
Registration Number:	3865917	SMART BALANCE
Registration Number:	3747526	SMART BALANCE
Registration Number:	3708400	EARTH BALANCE
Registration Number:	3649833	SMART BALANCE
Registration Number:	3648468	EARTH BALANCE
Registration Number:	3138972	ENJOY TO YOUR HEART'S CONTENT
Registration Number:	3123451	NO-BURN
Registration Number:	2941879	BUTTERY BURST
Registration Number:	2958216	SMART BALANCE OMEGA
Registration Number:	3151479	OCEAN BALANCE

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Registration Number:	3151478	OMEGA BALANCE
Registration Number:	2952127	SMART BALANCE
Registration Number:	2678729	SOY GARDEN
Registration Number:	2237867	EARTH BALANCE
Registration Number:	2200663	SMART BALANCE
Registration Number:	2302961	SMART COW
Registration Number:	2182820	SMART OIL
Registration Number:	2276285	SMART BALANCE
Registration Number:	2045728	SMART SLICES
Registration Number:	2175327	SMARTER THAN BUTTER!
Registration Number:	1750812	DEDICATED TO HEART HEALTH
Registration Number:	2084664	SMART SQUEEZE
Registration Number:	1836307	SMART SPREAD
Registration Number:	1810146	SMART MAYO
Registration Number:	1933384	SMART SLICES
Registration Number:	1754419	SMART BEAT
Registration Number:	309722	NUCOA
Registration Number:	44779	NUCOA
Registration Number:	3455597	BESTLIFE
Registration Number:	3455598	BESTLIFE
Registration Number:	3958463	SMART BALANCE
Registration Number:	4029021	EARTH BALANCE
Registration Number:	3967828	EARTH BALANCE
Registration Number:	4029650	EARTH BALANCE
Registration Number:	4064806	MINDFULMAYO
Registration Number:	4112473	EARTH BALANCE
Registration Number:	4128992	HEARTRIGHT

CORRESPONDENCE DATA

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430

Email: kalwa@chapman.com

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: 1989631

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 07/02/2012

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 2nd day of July, 2012, GFA Brands, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 115 West Century Road, Suite 260, Paramus, New Jersey, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle 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;

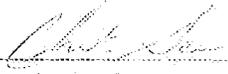
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Debtor, certain affiliates of Debtor, and Agent, as the same may be amended, modified, or restated from time to time (the "*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 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.

GFA BRANDS, INC.

By 
Name: Christine Sacca
Title: Chief Financial Officer

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

BANK OF MONTREAL as Agent

By _____
Name _____
Title _____

[Signature Page to GFA Trademark Collateral Agreement]

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

GFA BRANDS, INC.

By _____
Name: _____
Title: _____

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

BANK OF MONTREAL, as Agent

By  _____
Name **Philip Langheim**
Title **Managing Director**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Trademark	Registration/Application No.	Registration/Application Date
GREAT TASTE & GOOD HEALTH... TOGETHER AT LAST	3,881,694	23-Nov-2010
SMART BALANCE	3,878,157	16-Nov-2010
HEARTRIGHT	3,871,585	2-Nov-2010
SMART BALANCE OMEGA	3,868,803	26-Oct-2010
SMART BALANCE	3,865,917	19-Oct-2010
SMART BALANCE	3,747,526	9-Feb-2010
EARTH BALANCE	3,708,400	10-Nov-2009
SMART BALANCE	3,649,833	7-Jul-2009
EARTH BALANCE	3,648,468	30-Jun-2009
ENJOY TO YOUR HEART'S CONTENT	3,138,972	6-Sep-2006
NO-BURN	3,123,451	1-Aug-2006
BUTTERY BURST	2,941,879	19-Apr-2005
SMART BALANCE OMEGA	2,958,216	31-May-2005
OCEAN BALANCE	3,151,479	3-Oct-2006
OMEGA BALANCE	3,151,478	3-Oct-2006
SMART BALANCE	2,952,127	17-May-2005
SOY GARDEN	2,678,729	21-Jan-2003
EARTH BALANCE	2,237,867	April 6,1999
SMART BALANCE	2,200,663	27-Oct-1998
SMART COW	2,302,961	21-Dec-1999
SMART OIL	2,182,820	18-Aug-1998
SMART BALANCE	2,276,285	7-Sep-1999
SMART SLICES	2,045,728	18-Mar-1997
SMARTER THAN BUTTER!	2,175,327	21-Jul-1998

Trademark	Registration/Application No.	Registration/Application Date
DEDICATED TO HEART HEALTH Design	1,750,812	2-Feb-1993
SMART SQUEEZE	2,084,664	29-Jul-1997
SMART SPREAD	1,836,307	10-May-1994
SMART MAYO	1,810,146	7-Dec-1993
SMART SLICES	1,933,384	7-Nov-1995
SMART BEAT	1,754,419	23-Feb-1993
NUCOA (stylized)	309,722	30-Jan-1934
NUCOA	44,779	25-Jul-1905
BESTLIFE	3,455,597	24-Jun-2008
BESTLIFE	3,455,598	24-Jun-2008
SMART BALANCE	3,958,463	10-May-2011
EARTH BALANCE	4,029,021	20-Sep-2011
EARTH BALANCE	3,967,828	24-May-2011
EARTH BALANCE	4,029,650	20-Sep-2011
MINDFULMAYO	4,064,806	29-Nov-2011
EARTH BALANCE	4,112,473	13-Mar-2012
HEARTRIGHT	4,128,992	17-Apr-2012