

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| 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;

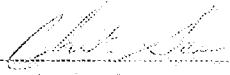
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Debtor, certain affiliates of Debtor, and Agent, as the same may be amended, modified, or restated from time to time (the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