

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
The Weetabix Company, Inc.		11/02/2012	CORPORATION: DELAWARE
Barbara's Bakery, Inc.		11/02/2012	CORPORATION: CALIFORNIA
Weetabix Limited		11/02/2012	LIMITED LIABILITY COMPANY: UNITED KINGDOM
Weetabix of Canada Limited		11/02/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A.
Street Address:	Croeselaan 18
City:	3521 CB Utrecht
State/Country:	NETHERLANDS
Entity Type:	a cooperative with limited liability: NETHERLANDS

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1446650	BARBARA'S
Registration Number:	3001395	BARBARA'S
Registration Number:	3454191	BARBARA'S BAKERY
Registration Number:	3912151	BARBARA'S ALL NATURAL SINCE 1971
Registration Number:	3069640	GREAT TASTE WITHOUT COMPROMISE
Registration Number:	3974218	BARBARA'S ALL NATURAL SINCE 1971 PETALUMA, CALIFORNIA
Registration Number:	3858317	HOLE 'N OATS
Registration Number:	1335747	NATURE'S CHOICE
Registration Number:	3920861	
Registration Number:	3929709	PUFFIN PUFFS
Registration Number:	2119937	PUFFINS

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Registration Number:	3106934	PUFFINS
Registration Number:	2456628	RITE LITE ROUNDS
Registration Number:	1916677	SHREDDED SPOONFULS
Registration Number:	4041760	SNACKIMALS
Registration Number:	2724948	SOYESSENCE
Registration Number:	3544662	ULTIMA
Registration Number:	3565592	A CEREAL AS UNIQUE AS YOU ARE
Registration Number:	2114623	APPLE CINNAMON CIRCLES
Registration Number:	2494844	COCOA SPECKLES
Registration Number:	1416840	FRUIT CIRCLES
Registration Number:	2494840	FRUITY SPECKLES
Registration Number:	1272039	GRAINFIELDS
Registration Number:	1815563	HIGH NUTRITION
Registration Number:	2507516	PEANUT BUTTER DOTS
Registration Number:	3470960	WEETASPACE
Registration Number:	1601161	BREAKFAST GOLD
Registration Number:	1653338	COCOA DOTS
Registration Number:	3162576	GRAINSHOP
Registration Number:	0980689	ALPEN
Serial Number:	85518981	BIX FIX
Registration Number:	1307332	FROM THE MAKERS OF WEETABIX
Registration Number:	1293104	
Registration Number:	1293105	WEETABIX
Registration Number:	3470180	WEETAFLAKES

CORRESPONDENCE DATA

Fax Number: 2124255288
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-425-7200
Email: tmdocketny@kenyon.com
Correspondent Name: Jonathan D. Reichman, Esq.
Address Line 1: One Broadway
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 15834/1

DOMESTIC REPRESENTATIVE

TRADEMARK
REEL: 004894 FRAME: 0894

Name: Jonathan D. Reichman, Esq.
Address Line 1: One Broadway
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	JONATHAN D. REICHMAN, ESQ.
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Signature:	/Jonathan D. Reichman/
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Date:	11/06/2012
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Total Attachments: 12

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THIS TRADEMARK SECURITY AGREEMENT (the Trademark Security Agreement or this Agreement) is dated as of *02 November*, 2012

BETWEEN:

- (1) The Weetabix Company, Inc., a Delaware corporation (WCI);
- (2) Barbara's Bakery, Inc., a California corporation (BBI) (and together with WCI, each a US Debtor, and collectively the US Debtors);
- (3) Weetabix Limited, a limited liability company organized under the laws of England and Wales with registered number 267687 (WL);
- (4) Weetabix of Canada Limited (WCL) (and together with WCI, BBI, and WL, each a Debtor, and collectively the Debtors); and
- (5) Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, as Security Agent for itself and the other Secured Parties (in that capacity the Agent).

(collectively, the Parties)

BACKGROUND:

- (A) Latimer Group Limited, Latimer Acquisitions Limited and the Agent, among others, have entered into a facilities agreement dated 23 October 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the Senior Facilities Agreement), and an intercreditor agreement dated 23 October 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the Intercreditor Agreement).
- (B) As a condition precedent to the obligations of the Agent and the other Secured Parties under the Senior Facilities Agreement, the Parties have entered into a security agreement dated on or about the date of this Agreement (as amended, restated, extended, supplemented or otherwise modified from time to time, the Security Agreement).
- (C) It is a further condition precedent to the obligations of the Agent and the other Secured Parties under the Senior Facilities Agreement that, pursuant to the Security Agreement, the Parties enter into this Trademark Security Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 UCC, Intercreditor Agreement and Security Agreement Defined Terms

Any term defined in the Uniform Commercial Code as in effect from time to time in the State of New York (the UCC) and not defined in this Agreement has the meaning given to the term in the UCC. Any term defined in or whose interpretation is provided for in the Intercreditor Agreement

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or the Security Agreement and not defined in this Agreement or the UCC has the meaning given to the term in the Intercreditor Agreement or the Security Agreement, as the case may be.

1.2 Other Definitions

In this Agreement:

Trademarks shall mean the trademarks, service marks, trade names and domain names in which each Debtor now has or later acquires any right, title or interest (including those described in Schedule I), and:

- (a) all common law rights therein;
- (b) all applications and registrations thereof;
- (c) all renewals and extensions thereof;
- (d) all income, royalties, damages, and payments owed to any Debtor now or hereafter due and/or payable to any Debtor with respect thereto (including payments under all licenses granted by any Debtor in connection therewith and damages and payments owed to any Debtor for past or future infringements thereof); and
- (e) the right to sue or otherwise recover for all past, present, and future infringements hereof, and all rights corresponding thereto within the United States of America;

together in each case with the goodwill of the business connected with the use of and symbolized by each trademark.

2. CREATION AND PERFECTION OF SECURITY INTEREST

2.1 Grant

- (a) As security for the prompt and complete payment and performance of the Secured Obligations when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Secured Parties to make the Advances, and pursuant to the Security Agreement, each Debtor grants to the Agent for the benefit of the Secured Parties a continuing security interest in the Trademarks of such Debtor.
- (b) This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Agent (for the benefit of the Secured Parties) with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent of any conflict between the terms and provisions of this Trademark Security Agreement and the terms and provisions of the Security Agreement, it is agreed that the terms and provisions of the Security Agreement shall govern.

3. MISCELLANEOUS

3.1 Further assurances

At any time and from time to time upon the request of the Agent, each Debtor will execute and deliver such further documents and instruments and do such other acts as the Agent may reasonably request in order to effect fully the purposes of this Agreement, to create, perfect, maintain, and preserve a security interest (subject only to the Existing Liens) in the Trademarks in favor of the Agent for the benefit of the Secured Parties, to facilitate any sale, transfer or other disposition of the Trademarks and to make any sale, transfer or other disposition of the Trademarks valid, binding, and in compliance with applicable law.

3.2 Successors

This Agreement shall be binding upon and inure to the benefit of the Debtors and the Agent and their respective successors and assigns, except that no Debtor may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the Agent, and any assignment by any Debtor in violation of this provision shall be void and of no effect. Each Debtor waives and will not assert against any assignee of the Agent any claims, defenses or set-offs which any Debtor could assert against the Agent except for defenses which cannot be waived under applicable law, it being understood and agreed that the foregoing waiver shall not apply to any claims, defenses or set-offs that such Debtor may be entitled to raise against the Secured Parties generally.

3.3 Amendments and waivers

Any term of this Agreement may be amended or waived only by the written agreement of each Debtor and the Agent.

3.4 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

3.5 Counterparts

This Agreement may be executed in counterpart, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

3.6 Jurisdiction

For the benefit of the Agent, each Debtor agrees that any New York State court or Federal court sitting in the City and County of New York has jurisdiction to settle any disputes in connection with this Agreement and accordingly submits to the jurisdiction of those courts.

3.7 Complete Agreement

This Agreement contains the complete agreement between the Parties on the matters to which it relates and supersedes all prior commitments, agreements and understandings, whether written or oral, on those matters.

3.8 Governing Law

This Agreement is governed by the laws of the State of New York, except to the extent that the validity, perfection or enforcement of any security interest granted under this Agreement or any remedy in respect of any of the Trademarks is mandatorily governed by the law of another jurisdiction.

The undersigned, intending to be legally bound, have executed and delivered this Agreement on the date stated at the beginning of this Agreement.

SIGNATORIES

Debtor

The Weetabix Company, Inc.

By: _____ *R Mart*

Name: *RICHARD MARTIN*

Title: *DIRECTOR*

Barbara's Bakery, Inc.

By: _____ *R Mart*

Name: *RICHARD MARTIN*

Title: *DIRECTOR*

Weetabix Limited

By: _____

Name:

Title:

Weetabix of Canada Limited

By: _____

Name:

Title:

Agent

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, as Security Agent for the Secured Parties

By: _____

Name:

Title:

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SIGNATORIES

Debtor

The Weetabix Company, Inc.

By: _____
Name:
Title:

Barbara's Bakery, Inc.

By: _____
Name:
Title:

Weetabix Limited

By: *R Mac*
Name: *RICHARD MACDONALD*
Title: *DIRECTOR*

Weetabix of Canada Limited

By: _____
Name:
Title:

Agent

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, as Security Agent for the Secured Parties

By: _____
Name:
Title:

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SIGNATORIES

Debtor

The Weetabix Company, Inc.

By: _____
Name:
Title:

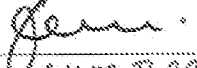
Barbara's Bakery, Inc.

By: _____
Name:
Title:

Weetabix Limited

By: _____
Name:
Title:

Weetabix of Canada Limited

By: 
Name: GILES TURBEN
Title: Director

Agent

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, as Security Agent for the Secured Parties

By: _____
Name:
Title:

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Debtor

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By: _____
Name:
Title:

Barbara's Bakery, Inc.

By: _____
Name:
Title:

Weetabix Limited

By: _____
Name:
Title:

Weetabix of Canada Limited

By: _____
Name:
Title:

Agent

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, as Security Agent for the Secured Parties

By: _____
Name: _____
Title: _____
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Schedule 1

PATENTS

None.

1

TRADEMARKS

BARBARA'S BAKERY, INC.

Country	Trade Mark	Application No.	Application Date	Registration No.	Registration Date
CANADA	BARBARA'S	1458402	9-Nov-09	TMA775695	27-Aug-10
CANADA	BARBARA'S BAKERY	0861621	14-Nov-97	TMA512335	27-May-98
CANADA	BARBARA'S BAKERY (+ Device)	0861622	14-Nov-97	TMA515148	25-Aug-98
CANADA	BARBARA'S BAKERY & DESIGN	0861623	14-Nov-97	TMA512335	27-May-98
CANADA	BARBARA'S BAKERY GREAT TASTE WITHOUT COMPROMISE & DESIGN	1141723	24-May-02	TMA612252	7-Jun-04
CANADA	BARBARA'S BAKERY (+ Device)	1145495	2-Jul-02	TMA555437	20-Dec-05
CANADA	BARBARA'S LOGO	1458403	9-Nov-09	752298	12-Nov-10
CANADA	HEART LOGO	1500239	19-Oct-10	810167	25-Oct-11
CANADA	NATURE'S CHOICE	0861624	14-Nov-97	TMA501652	2-Oct-98
CANADA	NATURE'S CHOICE & DESIGN	0861625	14-Nov-97	TMA535743	25-Oct-00
CANADA	PUFFIN design	1458397	9-Nov-09	755501	11-Jan-11
CANADA	PUFFINS	1250311	16-Feb-06	712156	17-Apr-08
CANADA	PUFFIN PUFFS	1460080	23-Nov-09	TMA775695	27-Aug-10
CANADA	RITE LITE ROUNDS	0861629	14-Nov-97	TMA513461	25-Jul-98
CANADA	SHREDED SPOONFULS	0861530	14-Nov-97	TMA513459	28-Jul-98
CANADA	SNACKIMALS	0861527	14-Nov-97	TMA520984	4-Jan-00
CANADA	SNACKIMALS (Device)	0861626	14-Nov-97	TMA520985	4-Jan-00
US	BARBARA'S (+ Device)	73579323	27-Jan-85	1448550	7-Jul-87
US	BARBARA'S	78433775	11-Jun-04	3001395	27-Sep-05
US	BARBARA'S BAKERY (+ Device)	76416819	4-Jun-02	3454191	24-Jun-03
US	BARBARA'S logo	77867748	8-Nov-09	3912151	25-Jan-11
US	GREAT TASTE WITHOUT COMPROMISE	75410502	21-May-02	3089640	21-Mar-06
US	HEART LOGO	85155899	19-Oct-10	3974218	7-Jun-11
US	HOLE 'N OATS	77919098	25-Jan-10	3855317	5-Oct-10
US	NATURE'S CHOICE	73453379	18-Nov-83	1335747	14-May-85
US	PUFFIN Design	77567750	8-Nov-09	3920861	15-Feb-11
US	PUFFIN PUFFS	77878815	23-Nov-09	3929709	8-Mar-11
US	PUFFINS	75224649	13-Jan-97	2119937	9-Dec-97
US	PUFFINS	78590802	26-Jul-05	3106934	20-Jun-06
US	RITE LITE ROUNDS	75553785	16-Sep-95	2456628	5-Jun-01
US	SHREDED SPOONFULS	74466454	8-Mar-94	1916677	5-Sep-95
US	SNACKIMALS	85270344	18-Mar-11	4641760	15-Oct-11
US	SOYSENSE	75093321	12-Jul-00	2724648	10-Jun-03
US	ULTIMA	77296131	9-Oct-97	3544652	9-Dec-08
International IP					
AUSTRALIA	BARBARA'S	878508	10-Nov-05	878508	10-Nov-05
AUSTRALIA	PUFFINS	864665	2-Sep-05	864665	2-Sep-05

Country	Trade Mark	Application No.	Application Date	Registration No.	Registration Date
CHINA	BARBARA'S	878508	10-Nov-06	878508	10-Nov-06
CHINA	PUFFINS	864665	2-Sep-05	864665	2-Sep-05
EU(CTM)	BARBARA'S	878508	10-Nov-05	878508	10-Nov-05
EU(CTM)	PUFFINS	864665	2-Sep-05	864665	2-Sep-05
INDONESIA	BARBARA'S BAKERY	D002009037 401	18-Nov-09		
INDONESIA	PUFFINS	D002009037 418	18-Nov-09		
ISRAEL	BARBARA'S BAKERY	224784	2-Nov-08	224784	9-Jan-11
ISRAEL	PUFFINS	224785	2-Nov-09	224785	9-Jan-11
JAPAN	BARBARA'S	878508	10-Nov-05	878508	28-Sep-07
JAPAN	PUFFINS (and katakana characters)	200584141	08-Nov-09	5346482	20-Aug-10
MALAYSIA	BARBARA'S BAKERY	09020077	13-Nov-09	902007	15-Mar-11
MALAYSIA	PUFFINS	090290078	13-Nov-09		
MEXICO	BARBARA'S BAKERY	876457	21-Aug-07	1008087	10-Oct-07
MEXICO	PUFFINS (and Design)	876458	21-Aug-07	1062745	28-Sep-08
MEXICO	WILD PUFFS	876458	21-Aug-07	1055483	6-Oct-08
NEW ZEALAND	BARBARA'S	736909	10-Oct-05	736909	10-Oct-05
NEW ZEALAND	PUFFINS	734071	28-Jul-05	734071	28-Jul-05
PHILIPPINES	BARBARA'S BAKERY	4-2010- 002071	24-Feb-10	4-2010- 002071	19-Aug-10
PHILIPPINES	PUFFINS	4-2010- 002072	24-Feb-10	4-2010- 002072	28-Oct-10
REPUBLIC OF KOREA (South)	BARBARA'S	878508	10-Nov-05	878508	10-Nov-05
REPUBLIC OF KOREA (South)	PUFFINS	864665	2-Sep-05	864665	2-Sep-05
SINGAPORE	BARBARA'S BAKERY	T09125741	3-Nov-09	T09125741	10-Feb-10
SINGAPORE	PUFFINS	T09125756	3-Nov-09	T09125756	11-Mar-10
THAILAND	BARBARA'S BAKERY	749647	11-Nov-09	TM333958	6-May-11
THAILAND	PUFFINS	749648	11-Nov-09		
WIPO	BARBARA'S	878508	10-Nov-05	878508	10-Nov-05
WIPO	PUFFINS	864665	2-Sep-05	864665	2-Sep-05

THE WEETABIX COMPANY, INC.

Country	Trade Mark	Application No.	Application Date	Registration No.	Registration Date
US	A CEREAL AS UNIQUE AS YOU ARE	77299089	5-Oct-07	3565592	20-Jan-09
US	APPLE CINNAMON CIRCLES	75-034664	19-Dec-86	2114623	18-Nov-87
US	COCOA SPECKLES	75-724623	9-Jun-89	2494644	2-Oct-01
US	FRUIT CIRCLES	73-505308	20-Oct-84	1416840	11-Nov-85
US	FRUITY SPECKLES	75-724423	9-Jun-89	2494840	2-Oct-01
US	GRAINFIELDS	73-393640	29-Sept-82	1272039	27-Mar-84
US	HIGH NUTRITION	74-312930	10-Sept-92	1815563	4-Jan-94
US	PEANUT BUTTER DOTS	75-605334	14-Dec-88	2607518	13-Nov-01
US	WEETASPACE	77298118	9-Oct-07	3470860	22-Jul-08
US	BREAKFAST GOLD	73716752	14-Mar-88	1801151	12-June-90
US	COCOA DOTS	74957320	9-May-80	1853338	6-Aug-81

WEETABIX OF CANADA LIMITED

Country	Trade Mark	Application No.	Application Date	Registration No.	Registration Date
CANADA	CRUSTI-FIBRES & DESIGN	1009501	23-Mar-99	TMA540810	5-Feb-01
CANADA	FARMHOUSE	0826154	17-Oct-98	TMA507949	10-Feb-99
CANADA	FRUIT DOTS	0704156	1-May-92	TMA618008	30-Aug-94
CANADA	FRUIT CIRCLES	0731092	16-Jun-93	TMA430322	8-Jul-94
CANADA	GRAINFIELDS	0825265	7-Oct-96	TMA522108	24-Jan-00
CANADA	GRAINSHOP	0897703	27-Nov-98	TMA338502	10-Jan-01
CANADA	GRAIN SHOP & DESIGN	1004316	4-Feb-99	TMA530470	28-Jul-00
CANADA	HIGH FIBRE CRISP & DESIGN	1009500	23-Mar-99	TMA556823	24-Jan-02
CANADA	HONEY NUT OAT HOOPS	0776862	2-Mar-95	TMA488022	2-Feb-98
CANADA	HONEY NUT OAT WHEELS	0704154	1-May-92	TMA443446	2-Jun-95
CANADA	MORNING SUN	0748090	23-Feb-94	TMA446856	13-Oct-95
CANADA	OAT STARS	0719056	17-Dec-92	TMA454091	18-Feb-95
CANADA	OAT WHEELS	0618376	2-Nov-88	TMA393758	7-Feb-92
CANADA	RONDELLES D'AVOINE	0679000	2-Apr-91	TMA264947	28-Feb-93
US	GRAINSHOP	78-767768	6-Dec-05	3162576	24-Oct-06

WEETABIX LIMITED

Country	Trade Mark	Application No.	Application Date	Registration No.	Registration Date
US	ALPEN	72445096	14-Jan-73	880689	19-Mar-74
US	BIX FIX	89518991	18-Jan-12		
US	FROM THE MAKERS OF WEETABIX (Device)	73428436	19-May-83	1307332	27-Nov-84
US	MINIBIX (Stylized)	79050133	10-Nov-07	3572835	10-Feb-09
US	Miscellaneous Design	73426635	19-May-83	1293104	4-Sept-84

US	QATIBIX	79047260	20-Nov-07	3537315	25-Nov-08
US	WEETABIX	73426587	19-May-83	1293105	04-Sep-84
US	WEETABIX MING	79047270	21-Nov-07	3708766	10-Nov-09
US	WEETAFLAKES	77032708	30-Oct-68	3470180	22-Jul-68

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