

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
Westminster Cracker Company, Inc.		04/11/2013	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	Firstmerit Bank, N.A.
Street Address:	111 Cascade Plaza
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3907261	WESTMINSTER CRACKERS ESTABLISHED 1828
Registration Number:	1579303	WESTMINSTER CRACKERS
Registration Number:	4255183	WESTMINSTER BAKERS CO.
Serial Number:	85486996	SHAPES
Serial Number:	85487024	NEW ENGLAND ORIGINAL WESTMINSTER BAKERS CO. 1828 ·ALL-NATURAL·

CORRESPONDENCE DATA

Fax Number: 3124607000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-460-5000
 Email: chiipdocket@seyfarth.com
 Correspondent Name: Julia K Sutherland
 Address Line 1: 131 South Dearborn Street
 Address Line 2: Suite 2400
 Address Line 4: CHICAGO, ILLINOIS 60603

CH \$140.00 3907261

ATTORNEY DOCKET NUMBER:	72119-23
NAME OF SUBMITTER:	Julia K. Sutherland
Signature:	/jks/
Date:	04/11/2013
Total Attachments: 5 source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif source=TM Security Agreement#page4.tif source=TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 11, 2013, by WESTMINSTER CRACKER COMPANY, INC., a Vermont corporation ("Grantor"), in favor of FIRSTMERIT BANK, N.A. ("Lender").

RECITALS

A. The Grantor and Westminster Foods, LLC a Delaware limited liability company ("Holdings") have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Lender pursuant to which Lender has agreed to make loans to, and issue letters of credit for the account of, the Grantor and/or its affiliates.

B. The Grantor and Holdings have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**WESTMINSTER CRACKER COMPANY,
INC.,**

By: *Sally Pancheri*
Name: *Sally Pancheri*
Title: *CEO*

Acknowledged:

FIRSTMERIT BANK, N.A.

By: _____
Name: _____
Title: _____

STATE OF *Vermont*
COUNTY OF *Rutland*) ss

On this *12th* day of April, 2013, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of WESTMINSTER CRACKER COMPANY, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Sally Pancheri

Tina M. Graw
Notary Public *4/10/13*

Acknowledgment and Signature Page to Trademark Security Agreement

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark / Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Westminster Crackers		1,579,303		January 23, 1990
Westminster Crackers Established 1828 & Design		3,907,261		January 18, 2011
Westminster Bakers Co.		4,255,183		December 4, 2012
Shapes	85/486,996		December 5, 2011	
New England Original Westminster Bakers Co. 1828 All-Natural & Design	85/487,024		December 5, 2011	

Common Law Trademarks

Mark / Title	Country(s) Where Used
New England Original Westminster Bakers Co. 1828 Naturally Good & Design	United States and Canada