

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
Golden Boy Foods Ltd.		06/24/2013	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	Agent Bank Services, 234 Simcoe Street		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5T 1T4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4296717	GOLDEN ORGANICS	
Registration Number:	4296716	GOLDEN ORGANICS	
Registration Number:	3254136	NUT'N BETTER	
Serial Number:	85887544	G GOLDEN BOY	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-876-3122		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	503819-332		

OP \$115.00 4296717

DOMESTIC REPRESENTATIVE

Name: Dentons US LLP
Address Line 1: P.O. Box #061080
Address Line 2: Wacker Drive Station, Willis Tower
Address Line 4: Chicago, ILLINOIS 60606-1080

NAME OF SUBMITTER:	Carol Anne Been
--------------------	-----------------

Signature:	/Carol Anne Been/
------------	-------------------

Date:	07/08/2013
-------	------------

Total Attachments: 5
source=Bank of Montreal IP Security Agreement#page1.tif
source=Bank of Montreal IP Security Agreement#page2.tif
source=Bank of Montreal IP Security Agreement#page3.tif
source=Bank of Montreal IP Security Agreement#page4.tif
source=Bank of Montreal IP Security Agreement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2013, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of BANK OF MONTREAL, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders from time to time party thereto (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 24, 2013 (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as the borrower, the Lenders to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Security Agreement of even date herewith in favor of the Agent (the "Guarantee and Security Agreement") to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby charges, mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law

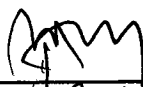
This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GOLDEN BOY FOODS LTD.,
as Grantor

By: 
Name: RICHARD HARRIS
Title: CHIEF EXECUTIVE OFFICER AND PRESIDENT

SIGNATURE PAGE TO ACKNOWLEDGEMENT OF GRANTOR FOR US TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005065 FRAME: 0385

NOTARIAL CERTIFICATE

CANADA)
PROVINCE OF)
BRITISH COLUMBIA)
)

I, Gloria Kang, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in the City of Vancouver, Province of British Columbia, do hereby certify that:

1. I was personally present and saw the attached Intellectual Property Security Agreement duly signed and executed by Richard Harris, the President and Chief Executive Officer of Gekko Bay Foods Ltd.
2. The instrument was executed by Richard Harris at Vancouver, British Columbia, Canada.
3. Richard Harris did duly swear that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation

In testimony whereof I have subscribed my name and affixed my seal of office at Vancouver, British Columbia, this 21st day of June, 2013.

(SEAL)

G Kang
A Notary Public in and for the Province of
British Columbia

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK NAME	REGISTRATION NUMBER
GOLDEN ORGANICS & DESIGN	4296717
GOLDEN ORGANICS & DESIGN	4296716
NUT'N BETTER	3254136

2. TRADEMARK APPLICATIONS

TRADEMARK NAME	REGISTRATION NUMBER
GOLDEN BOY & DESIGN (new design)	85/887544 (application)

3. IP LICENSES

Nil.