TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GFA Brands, Inc.		07/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4206832	BESTLIFE
Registration Number:	3455597	BESTLIFE
Registration Number:	3455598	BESTLIFE
Registration Number:	2941879	BUTTERY BURST
Registration Number:	1750812	DEDICATED TO HEART HEALTH
Registration Number:	2237867	EARTH BALANCE
Registration Number:	3648468	EARTH BALANCE
Registration Number:	3708400	EARTH BALANCE
Registration Number:	3967828	EARTH BALANCE
Registration Number:	4029021	EARTH BALANCE
Registration Number:	4029650	EARTH BALANCE
Registration Number:	4112473	EARTH BALANCE
Registration Number:	4203379	EARTH BALANCE
Registration Number:	3989209	GLUTINO

OP $1040.00 4206832

Registration Number:	3881694	GREAT TASTE & GOOD HEALTH. . .TOGETHER A
Registration Number:	3871585	HEARTRIGHT
Registration Number:	4128992	HEARTRIGHT
Registration Number:	4064806	MINDFULMAYO
Registration Number:	44779	NUCOA
Registration Number:	309722	NUCOA
Registration Number:	2200663	SMART BALANCE
Registration Number:	2276285	SMART BALANCE
Registration Number:	2952127	SMART BALANCE
Registration Number:	3649833	SMART BALANCE
Registration Number:	3747526	SMART BALANCE
Registration Number:	3865917	SMART BALANCE
Registration Number:	3878157	SMART BALANCE
Registration Number:	3958463	SMART BALANCE
Registration Number:	2958216	SMART BALANCE OMEGA
Registration Number:	3868803	SMART BALANCE OMEGA
Registration Number:	1754419	SMART BEAT
Registration Number:	2302961	SMART COW
Registration Number:	1810146	SMART MAYO
Registration Number:	2182820	SMART OIL
Registration Number:	1933384	SMART SLICES
Registration Number:	2045728	SMART SLICES
Registration Number:	1836307	SMART SPREAD
Registration Number:	2084664	SMART SQUEEZE
Registration Number:	2175327	SMARTER THAN BUTTER!
Registration Number:	2678729	SOY GARDEN
Registration Number:	2995271	THE GLUTEN-FREE PANTRY

CORRESPONDENCE DATA

Fax Number:

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

	049133-0060
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	07/11/2013

Total Attachments: 6
source=Boulder - Trademark Collateral Agreement#page1.tif
source=Boulder - Trademark Collateral Agreement#page2.tif
source=Boulder - Trademark Collateral Agreement#page3.tif
source=Boulder - Trademark Collateral Agreement#page4.tif
source=Boulder - Trademark Collateral Agreement#page5.tif
source=Boulder - Trademark Collateral Agreement#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement, dated as of the 9th day of July, 2013 (this "*Trademark Collateral Agreement*"), is made by GFA Brands, Inc., a Delaware corporation ("*GFA*") with its principal place of business and mailing address at 115 West Century Road, Suite 260, Paramus, New Jersey, and Udi's Healthy Foods, LLC, a Colorado limited liability company (together with GFA, each a *"Debtor"* and, collectively, the "*Debtors*") with its principal place of business and mailing address at 12000 E. 47th Avenue, Suite 400, Denver, CO 80239, in favor of Citibank, N.A., (*"Citi"*), with its mailing address at 390 Greenwich Street, New York, New York 10013, in its capacity as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Citi acting as such administrative agent and any successor(s) or assign(s) to Citi acting in such capacity being hereinafter referred to as the *"Agent"*).

WHEREAS, Debtors, certain affiliates of Debtors, and the Agent entered into a Credit Agreement bearing even date herewith (as may be amended, modified or restated from time to time, the *"Credit Agreement"*), pursuant to which Debtor is required to execute and deliver this Trademark Collateral Agreement; and

WHEREAS, Debtors and certain affiliates of Debtors entered into a Security Agreement Re: Intellectual Property bearing even date herewith (as may be amended, modified or restated from time to time, the *"Security Agreement"*) in favor of the Agent, pursuant to which Debtor granted a security interest to the Agent in certain trademarks, trademark registrations and trademark applications;

NOW, THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the ratable benefit of the Secured Creditors, each Debtor hereby grants to the Agent a lien on and security interest in, all of the right, title and interest of each Debtor in and to the following property as collateral security for the Secured Obligations (as defined in the Security Agreement):

(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 damages or payments now or hereafter due and/or payable by reason of past, present or future infringement, dilution or other violation 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 or otherwise recover for any past, present or future infringement, dilution or other violation of any patent or patent application listed on Schedule A hereto, including the right to collect said damages.

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 any 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 or Amendment to Allege 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 any Debtor's Intent-To-Use Application is pending without a Statement of Use or Amendment to Allege 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.

Each 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.

This Trademark Collateral Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Collateral Agreement by signing and delivering one or more counterparts.

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

[*signature pages follow*]

TRADEMARK
REEL: 005068 FRAME: 0397

IN WITNESS WHEREOF, each 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: Norman J. Matar
Title: Executive Vice President, General Counsel and Secretary

UDI'S HEALTHY FOODS, LLC

By: _____
Name: Norman J. Matar
Title: Vice President, General Counsel and Secretary

[Signature Page to Trademark Collateral Agreement]

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

CITIBANK, N.A., as Agent

By: _____
Name: Kevin M. Johns
Title: Director & Vice President

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

U.S. FEDERAL TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner
BESTLIFE	4,206,832	11-Sep-2012	GFA Brands, Inc.
BESTLIFE	3,455,597	24-Jun-2008	GFA Brands, Inc.
BESTLIFE	3,455,598	24-Jun-2008	GFA Brands, Inc.
BUTTERY BURST	2,941,879	19-Apr-2005	GFA Brands, Inc.
DEDICATED TO HEART HEALTH (design)	1,750,812	02-Feb-1993	GFA Brands, Inc.
EARTH BALANCE	2,237,867	06-Apr-1999	GFA Brands, Inc.
EARTH BALANCE	3,648,468	30-Jun-2009	GFA Brands, Inc.
EARTH BALANCE	3,708,400	10-Nov-2009	GFA Brands, Inc.
EARTH BALANCE	3,967,828	24-May-2011	GFA Brands, Inc.
EARTH BALANCE	4,029,021	20-Sep-2011	GFA Brands, Inc.
EARTH BALANCE	4,029,650	20-Sep-2011	GFA Brands, Inc.
EARTH BALANCE	4,112,473	13-Mar-2012	GFA Brands, Inc.
EARTH BALANCE	4,203,379	04-Sep-2012	GFA Brands, Inc.
GLUTINO	3,989,209	05-Jul-2011	GFA Brands, Inc.
GREAT TASTE & GOOD HEALTH TOGETHER AT LAST	3,881,694	23-Nov-2010	GFA Brands, Inc.
HEARTRIGHT	3,871,585	02-Nov-2010	GFA Brands, Inc.
HEARTRIGHT	4,128,992	17-Apr-2012	GFA Brands, Inc.
MINDFULMAYO	4,064,806	29-Nov-2011	GFA Brands, Inc.
NUCOA	44,779	25-Jul-1905	GFA Brands, Inc.
NUCOA	309,722	30-Jan-1934	GFA Brands, Inc.
SMART BALANCE	2,200,663	27-Oct-1998	GFA Brands, Inc.
SMART BALANCE	2,276,285	07-Sep-1999	GFA Brands, Inc.
SMART BALANCE	2,952,127	17-May-2005	GFA Brands, Inc.
SMART BALANCE	3,649,833	07-Jul-2009	GFA Brands, Inc.
SMART BALANCE	3,747,526	09-Feb-2010	GFA Brands, Inc.

Trademark	Registration No.	Registration Date	Owner
SMART BALANCE	3,865,917	19-Oct-2010	GFA Brands, Inc.
SMART BALANCE	3,878,157	16-Nov-2010	GFA Brands, Inc.
SMART BALANCE	3,958,463	10-May-2011	GFA Brands, Inc.
SMART BALANCE OMEGA	2,958,216	31-May-2005	GFA Brands, Inc.
SMART BALANCE OMEGA	3,868,803	26-Oct-2010	GFA Brands, Inc.
SMART BEAT	1,754,419	23-Feb-1993	GFA Brands, Inc.
SMART COW	2,302,961	21-Dec-1999	GFA Brands, Inc.
SMART MAYO	1,810,146	07-Dec-1993	GFA Brands, Inc.
SMART OIL	2,182,820	18-Aug-1998	GFA Brands, Inc.
SMART SLICES	1,933,384	07-Nov-1995	GFA Brands, Inc.
SMART SLICES	2,045,728	18-Mar-1997	GFA Brands, Inc.
SMART SPREAD	1,836,307	10-May-1994	GFA Brands, Inc.
SMART SQUEEZE	2,084,664	29-Jul-1997	GFA Brands, Inc.
SMARTER THAN BUTTER!	2,175,327	21-Jul-1998	GFA Brands, Inc.
SOY GARDEN	2,678,729	21-Jan-2003	GFA Brands, Inc.
THE GLUTEN-FREE PANTRY	2,995,271	13-Sep-2005	GFA Brands, Inc.
UDI'S	3,079,722	11-Apr-2006	Udi's Healthy Foods, LLC
UDI'S GLUTEN FREE	4,343,459	28-May-2013	Udi's Healthy Foods, LLC
UDI'S GLUTEN FREE Logo	4,343,458	28-May-2013	Udi's Healthy Foods, LLC
UDI'S (Wheat Design)	3,095,332	23-May-2006	Udi's Healthy Foods, LLC

U.S. FEDERAL TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date	Owner
GLUTINO	85/896,166	5-Apr-2013	GFA Brands, Inc.