

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
Clabber Girl Corporation		08/30/2013	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Keybank National Association
Street Address:	10 W. Martket St.
Internal Address:	Suite 900
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	National Bank Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2693257	CLABBER GIRL
Registration Number:	779570	CLABBER GIRL
Registration Number:	3683693	CLABBER GIRL
Registration Number:	784915	CLABBER GIRL
Registration Number:	4343278	DAVIS
Registration Number:	304098	DAVIS
Registration Number:	297821	DAVIS BAKING POWDER OK
Registration Number:	4239035	DAVIS CORN STARCH
Registration Number:	2975803	DELISHERIES
Registration Number:	2963984	DELISHERIES
Registration Number:	333295	
Registration Number:	845553	FARMERS PRIDE
Registration Number:	186093	FARMERS PRIDE

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Registration Number:	280290	FLEISCHMANN'S
Registration Number:	4077388	HEALTHY CHEATING
Registration Number:	3107178	HEARTH CLUB
Registration Number:	2811612	HEARTH CLUB
Registration Number:	423627	HEARTH CLUB BAKING POWDER
Registration Number:	385210	HEARTH CLUB
Registration Number:	3788274	INNOVABAKE
Registration Number:	3951679	INNOVAFREE
Registration Number:	3785759	INNOVAFRESH
Registration Number:	4074550	INNOVAFRY
Registration Number:	4198847	INNOVAPHASE
Registration Number:	3941194	INNOVAYIELD
Registration Number:	2820811	JEZEBELS
Registration Number:	205175	KC BAKING POWDER
Registration Number:	125984	OK
Registration Number:	2921768	REX
Registration Number:	866498	RUMFORD
Registration Number:	060394	RUMFORD
Registration Number:	3311181	RUMFORD
Registration Number:	3770669	RUMFORD
Serial Number:	85363822	HEALTHY CHEATING CHALLENGE

CORRESPONDENCE DATA

Fax Number: 3176361507

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

Phone: 3172386248

Email: ipdocketing@kdlegal.com

Correspondent Name: Alastair J. Warr

Address Line 1: One Indiana Square

Address Line 2: Suite 2800

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	KEBA.00038
NAME OF SUBMITTER:	Alatair J. Warr
Signature:	/Alastair J. Warr/
Date:	10/01/2013

TRADEMARK

REEL: 005120 FRAME: 0933

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 30, 2013, by **CLABBER GIRL CORPORATION**, an Indiana corporation (the "Grantor"), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 10 West Market Street, Suite 900, Indianapolis, Indiana 46204, and its successors and assigns (the "Bank").

RECITALS

A. Grantor and **HULCO SALES CORP.** have entered into a Loan Agreement, dated as of even date (as amended and in effect from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor and such others; and

B. **INDIANAPOLIS MOTOR SPEEDWAY, LLC**, an Indiana limited liability company ("IMS"), and **HULMAN & COMPANY**, an Indiana corporation (together with IMS, the "Borrower"), have entered into a Loan Agreement, dated as of July 30, 2013 (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Borrower.

C. Grantor has executed and delivered to the Bank a Guaranty (the "Guaranty"), dated as of July 30, 2013, guaranteeing the Borrower's obligations to the Bank under the Credit Agreement.

D. Grantor has entered into a Security Agreement, dated as of the date hereof (amended and in effect from time to time the "Collateral Agreement") with Bank pursuant to which certain obligations owed to Bank are secured.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank 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 patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement and Credit Agreement, the Grantor does hereby grant to Bank 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");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) 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 patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, Credit Agreement, Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CLABBER GIRL CORPORATION, an Indiana corporation

By: *Jeffrey G. Belskus*
Jeffrey G. Belskus, Executive Vice President

Accepted:

KEYBANK, NATIONAL ASSOCIATION

By: *Adam C. Clinton*
Adam C. Clinton, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey G. Belskus, the Executive Vice President of Clabber Girl Corporation, an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing Patent and Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 30th day of August, 2013.

Linda B Whitaker
Notary Public

Linda B Whitaker
Notary Public (Printed)



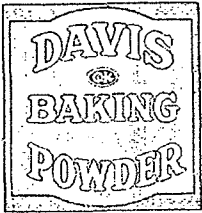


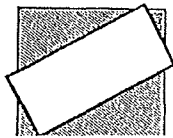
My Commission Expires:

2-22-15


My County of Residence:

Hamilton

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
CLABBER GIRL	US	2,693,257	Clabber Girl Corporation
CLABBER GIRL	US	779,570	Clabber Girl Corporation
CLABBER GIRL	US	3,683,693	Clabber Girl Corporation
	US	784,915	Clabber Girl Corporation
DAVIS	US	4,343,278	Clabber Girl Corporation
	US	304,098	Clabber Girl Corporation
	US	297,821	Clabber Girl Corporation
	US	4,239,035	Clabber Girl Corporation
DELISHERIES	US	2,975,803	Clabber Girl Corporation
	US	2,963,984	Clabber Girl Corporation
	US	333,295	Clabber Girl Corporation
FARMERS PRIDE	US	845,553	Clabber Girl Corporation

TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
	US	186,093	Clabber Girl Corporation
FLEISCHMANN'S	US	280,290	Clabber Girl Corporation
HEALTHY CHEATING	US	4,077,388	Clabber Girl Corporation
HEARTH CLUB	US	3,107,178	Clabber Girl Corporation
HEARTH CLUB	US	2,811,612	Clabber Girl Corporation
	US	423,627	Clabber Girl Corporation
	US	385,210	Clabber Girl Corporation
INNOVABAKE	US	3,788,274	Clabber Girl Corporation
INNOVAFREE	US	3,951,679	Clabber Girl Corporation
INNOVAFRESH	US	3,785,759	Clabber Girl Corporation
INNOVAFRY	US	4,074,550	Clabber Girl Corporation
INNOVAPHASE	US	4,198,847	Clabber Girl Corporation
INNOVAYIELD	US	3,941,194	Clabber Girl Corporation
JEZEBELS	US	2,820,811	Clabber Girl Corporation
	US	205,175	Clabber Girl Corporation
	US	125,984	Clabber Girl Corporation
REX	US	2,921,768	Clabber Girl Corporation
RUMFORD	US	866,498	Clabber Girl Corporation
RUMFORD	US	060,394	Clabber Girl Corporation
RUMFORD	US	3,311,181	Clabber Girl Corporation

TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
	US	3,770,669	Clabber Girl Corporation
HEALTHY CHEATING CHALLENGE	US	4,380,618	Clabber Girl Corporation

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

PATENT	PATENT NUMBER	OWNER
ACIDULATE COMPOSITION AND METHODS FOR MAKING AND UTILIZING THE SAME	8,202,563	Clabber Girl Corporation

Pending Patents

PATENT	APPLICATION NUMBER	OWNER
ACIDULATE COMPOSITION AND METHODS FOR MAKING AND UTILIZING THE SAME	13/526,209	Clabber Girl Corporation