

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED BLENDING & INGREDIENTS, INC.		05/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86223503	ECONOFLOW	
Registration Number:	4234935	SECUREFLO	
Registration Number:	4230999	CHEESE-MOR	
Registration Number:	3255950	INGREDIENTS UNLIMITED	
Registration Number:	3737011	DEL RANCHO	
Registration Number:	2962380	HI FIBE	
Registration Number:	3679331	BAKE-MOR	
Registration Number:	3500881	SUPERSOFT	
Registration Number:	3461088	DO-FLEX	
Registration Number:	3448459	ESPECIAL	
Registration Number:	3556534	ALLIED BLENDING & INGREDIENTS	
Registration Number:	3538019	FLOW LITE	
Registration Number:	2641193	FREE FLOW	
Registration Number:	1849748	CARVESET	
Registration Number:	1841594	TABLITZ	
Registration Number:	1837622	DIRECTO-PRESS	
Registration Number:	1557084	MISSISSIPPI BLENDING CO., INC.	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 86223503

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.293
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	05/01/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2014, by ALLIED BLENDING & INGREDIENTS, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 27, 2013, by and among Niagara Fiber Intermediate Corp., a Delaware corporation ("Administrative Borrower"; together with each other Person that executes a joinder thereto from time to time as an additional borrower, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date therewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, on the date hereof, Grantor is entering into a joinder to the Credit Agreement pursuant to which Grantor will become a Borrower thereunder, and, in connection therewith, a joinder to the Collateral Agreement; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing first priority 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future

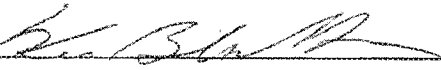
(i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

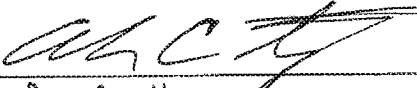
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALLIED BLENDING & INGREDIENTS, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Drew Angelle
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
ECONOFLOW	86223503	Pending-Application filed 03/17/14	NA	NA
SECUREFLO	85378708	Registered	4234935	10/30/12
CHEESE-MOR	85378718	Registered	4230999	10/23/12
INGREDIENTS UNLIMITED	78946645	Registered	3255950	06/26/07
DEL RANCHO	78946694	Registered	3737011	01/12/10
HI FIBE	78360924	Registered	2962380	06/14/05
BAKE-MOR	77674861	Registered	3679331	09/08/09
SUPERSOFT	77248673	Registered	3500881	09/16/08
DO-FLEX	77294383	Registered	3461088	07/08/08
ESPECIAL	77289219	Registered	3448459	06/17/08
ALLIED BLENDING & INGREDIENTS	77448806	Registered	3556534	01/06/09
FLOW LITE	77223310	Registered	3538019	11/25/08
FREE FLOW	75890445	Registered	2641193	10/22/02
CARVESET	74431311	Registered	1849748	08/16/94
TABLITZ	74431313	Registered	1841594	06/28/94
DIRECTO-PRESS	74431312	Registered	1837622	05/31/94
MISSISSIPPI BLENDING CO., INC.	73774644	Registered	1557084	09/19/89
SURE FLO	77448703	Abandoned as of 09/02/08	NA	NA