TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Interest in Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southeastern Mills, Inc.		05/08/2014	CORPORATION: GEORGIA
ELK Rock Holding Company		05/08/2014	CORPORATION: OREGON
Pendleton Flour Mills, LLC		05/08/2014	LIMITED LIABILITY COMPANY: OREGON
Cereal Food Processors, Inc.		05/08/2014	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park avenue
Internal Address:	37th FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State Licensed Branch of A Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2099412	TITAN
Registration Number:	2175145	AVALANCHE
Registration Number:	2175143	MAYFAIR
Registration Number:	2175142	WHITE CHIEF
Registration Number:	2236527	BLUE RIBBON
Registration Number:	0255490	ACE HI
Registration Number:	3041469	BAKERS CRAFT
Registration Number:	0090317	ALDAKO
Registration Number:	0088260	ACHIEVER
Registration Number:	1915248	BIG GUN
Registration Number:	2874045	BIG SPRING
Registration Number:	2229145	BLUE MOUNTAIN
Registration Number:	0105050	BLENDAKO
Registration Number:	2300129	COLLINS BEST

CH $1315.00 2099412

Property Type	Number	Word Mark
Registration Number:	3966350	GOLDEN MOUNTAIN
Registration Number:	0090316	MONDAKO
Registration Number:	0127610	MORBREAD
Registration Number:	4132629	PFM PENDLETON FLOUR MILLS
Registration Number:	0090977	POWER
Registration Number:	2222908	POWER
Registration Number:	3657847	SPUN WHITE
Registration Number:	4031309	QUALITY. PERFORMANCE. TRUST.
Registration Number:	4302235	QUEEN
Registration Number:	4031307	WE ARE FLOUR
Registration Number:	0310457	WHITE SPEAR
Registration Number:	3272419	SOUTHEASTERN MILLS
Registration Number:	3290979	SM SOUTHEASTERN MILLS THE OLD MILL AT BE
Registration Number:	3249410	OLD GUIDE'S SECRET
Registration Number:	3635966	MIRACLE FRY
Registration Number:	3496817	WHERE THE JOURNEY TO OUTDOOR FLAVOR BEGI
Registration Number:	3726011	THE TEXTURE AUTHORITY
Registration Number:	1764757	SM
Registration Number:	3829199	TOMORROW'S STOCK
Registration Number:	3772348	SALSARRIBA
Registration Number:	3640849	MEJOR QUE CALDO
Registration Number:	3419386	BETTER THAN GRAVY
Registration Number:	2662514	SUPERIOR TOUCH BETTER THAN BOUILLON
Registration Number:	2662479	SUPERIOR TOUCH
Registration Number:	2624619	SUPERIOR TOUCH CROCKERY GOURMET
Registration Number:	1853243	CROCKERY GOURMET
Registration Number:	1833430	BETTER THAN BOUILLON
Registration Number:	1763045	SUPERIOR TOUCH
Registration Number:	3947518	STIVER'S BEST
Registration Number:	0418374	ROME BEAUTY
Registration Number:	4462146	MADE FROM SCRATCH QUALITY
Serial Number:	85846526	INGRAINED IN THE FINEST PRODUCTS
Serial Number:	86241406	SHORE LUNCH
Serial Number:	85335150	BETTER THAN BROTH
Serial Number:	85726708	NAKED FRY
Serial Number:	85758252	PERSONAL CHEF FLAVORS THAT FLOW.
Serial Number:	85787228	NAKED FRY ALL BAKE. NEVER FRIED.
Serial Number:	86068988	SOUTHEASTERN MILLS

CORRESPONDENCE DATA

Fax Number: 6785532602

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

Phone: 6785532601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.014000
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	05/09/2014

Total Attachments: 13

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "***Trademark Security Agreement***") dated as of May 8, 2014, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "***Grantors***" and each individually "***Grantor***"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("***Rabobank***"), in its capacity as administrative agent (together with its permitted successors and assigns, "***Administrative Agent***") for the Secured Parties.

WITNESSETH:

WHEREAS, G & L Intermediate Holdings, Inc., a Georgia corporation, as borrower ("***Borrower***"), G & L Holdings, Inc., a Georgia corporation, the various financial institutions party thereto as a lender (each a "***Lender***", and collectively, the "***Lenders***"), and Administrative Agent have entered into that certain Credit Agreement dated as of May 8, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "***Credit Agreement***"); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Grantors (as defined in the Security Agreement) shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain First Lien Pledge and Security Agreement dated as of May 8, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "***Security Agreement***"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "***Trademark Collateral***"):

(a) all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

SOUTHEASTERN MILLS, INC.

By: _____
Name:
Title:

ELK ROCK HOLDING COMPANY

By: _____
Name:
Title:

PENDLETON FLOUR MILLS, LLC

By: _____
Name:
Title:

CEREAL FOOD PROCESSORS, INC.

By: _____
Name:
Title:

TRADEMARK
REEL: 005276 FRAME: 0837

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

GRANTORS:

SOUTHEASTERN MILLS, INC.

By: _____
Name:
Title:

ELK ROCK HOLDING COMPANY

By: _____
Name:
Title:

PENDLETON FLOUR MILLS, LLC

By: _____
Name: J. Robert Noland
Title: CFO

CEREAL FOOD PROCESSORS, INC.

By: _____
Name: J. Robert Noland
Title: CFO

TRADEMARK
REEL: 005276 FRAME: 0838

ACKNOWLEDGED AND AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Administrative Agent

By: _____
Name:
Title: Stewart Kalish
Executive Director

By: _____
Name: THEODORE W. COX
Title: EXECUTIVE DIRECTOR

TRADEMARK
REEL: 005276 FRAME: 0839

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
Cereal Food Processors, Inc.	Federal	TITAN®	2,099,412	September 27, 1997
Cereal Food Processors, Inc.	Federal	AVALANCHE®	2,175,145	July 21, 1998
Cereal Food Processors, Inc.	Federal	MAYFAIR®	2,175,143	July 21, 1998
Cereal Food Processors, Inc.	Federal	WHITE CHIEF®	2,175,142	July 21, 1998
Cereal Food Processors, Inc.	Federal	BLUE RIBBON®	2,236,527	July 21, 1998
Cereal Food Processors, Inc.	Federal	Ace Hi	255,490	April 23, 1929
Elk Rock Holding Company	US	BAKERS CRAFT	3041469	01/10/2006
Elk Rock Holding Company	Hawaii	Hawaiian Pancake Mix	1441490	Exp. 7/24/2015
Elk Rock Holding Company	Hawaii	Kilauea Clear Flour, Bld	225634	Exp. 3/11/2015
Elk Rock Holding Company	Hawaii	St. Sylvestre Unbleached Flour	225635	Exp. 3/11/2015
Pendleton Flour Mills, LLC	US	Aldako Logo	0,090,317	02/18/1913
Pendleton Flour Mills, LLC	US	Achiever Logo	0,088,260	09/10/1912
Pendleton Flour Mills, LLC	US	BIG GUN	1,915,248	08/29/1995
Pendleton Flour Mills, LLC	US	BIG SPRING	2,874,045	08/17/2001
Pendleton Flour Mills, LLC	US	BLUE MOUNTAIN	2,229,145	03/02/1999

Pendleton Flour Mills, LLC	US	Blendako Logo	0,105,050	07/06/1915
Pendleton Flour Mills, LLC	US	COLLINS BEST	2,300,129	12/14/1999
Pendleton Flour Mills, LLC	US	GOLDEN MOUNTAIN	3,966,350	03/08/2011
Pendleton Flour Mills, LLC	US	Mondako Logo	0,090,316	02/18/1913
Pendleton Flour Mills, LLC	US	MORBREAD	0,127,610	11/18/1919
Pendleton Flour Mills, LLC	US	PFM Logo Pendleton Flour Mills	4,132,629	04/24/2012
Pendleton Flour Mills, LLC	US	POWER and design	0,090,977	04/08/1913
Pendleton Flour Mills, LLC	US	POWER	2,222,908	02/09/1999
Pendleton Flour Mills, LLC	US	SPUN WHITE	3,657,847	07/21/2009
Pendleton Flour Mills, LLC	US	Quality. Performance. Trust	4,031,309	09/27/2011
Pendleton Flour Mills, LLC	US	QUEEN	4,302,235	03/12/2013
Pendleton Flour Mills, LLC	US	We are flour	4,031,307	09/27/2011
Pendleton Flour Mills, LLC	US	White Spear Logo	0,310,457	2/27/1934
Pendleton Flour Mills, LLC	Washington State	FINE SPUN	30890	09/09/2002
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Danish Mix	1441480	05/12/1994
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Cake Donut Mix	1441470	05/12/1994
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Waffle Mix	1441500	05/12/1994
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Yeast Raised Donut Mix	1441510	05/12/1994

Pendleton Flour Mills, LLC	Hawaii	Mauna Kea Flour	1441520	05/12/1994
Pendleton Flour Mills, LLC	Hawaii	Diamond Head Flour	29384	07/25/1975
Pendleton Flour Mills, LLC	Hawaii	Mauna Loa Flour	29395	07/25/1975
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Bakers Special	Not available.	Exp. 3/15/2015
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Complete Buttermilk Pancake Mix	Not available.	Exp. 6/12/2016
Pendleton Flour Mills, LLC	Hawaii	Hawaiian Whole Wheat 'N Honey Pancake Mix	Not available.	Exp. 6/25/2016
Pendleton Flour Mills, LLC	Hawaii	Hibiscus Cake & Pastry Flour	Not available.	Exp. 6/25/2016
Pendleton Flour Mills, LLC	Hawaii	50th State All-Purpose Flour	Not available.	Exp. 6/25/2016
Pendleton Flour Mills, LLC	Hawaii	Imua Flour	Not available.	Exp. 3/15/2015
Pendleton Flour Mills, LLC	Hawaii	Pua Lei Fancy Cake Flour	Not available.	Exp. 6/25/2016
Pendleton Flour Mills, LLC	Hawaii	St. Valentine Flour	Not available.	Exp. 6/25/2016
Pendleton Flour Mills, LLC	Hawaii	White King Pastry Flour	Not available.	Exp. 6/25/2016
Pendleton Flour Mills, LLC	Canada	BIG SPRING	TMA405274	11/20/1992
Pendleton Flour Mills, LLC	Canada	MONDAKO	TMA401182	08/07/1992
Pendleton Flour Mills, LLC	Canada	MORBREAD	TMA401183	08/07/1992
Pendleton Flour Mills, LLC	Canada	POWER	TMA405273	11/20/1992
Pendleton Flour Mills, LLC	Canada	SPUN WHITE	TMA405276	11/20/1992
Pendleton Flour	Canada	WHITE SPEAR	TMA406588	12/25/1992

Pendleton Flour Mills, LLC	Canada	SPUN WHITE	TMA405276	11/20/1992
Pendleton Flour Mills, LLC	Canada	WHITE SPEAR	TMA406588	12/25/1992
Pendleton Flour Mills, LLC	Canada	SPECIAL PIZZA	TMA405275	11/20/1992
Pendleton Flour Mills, LLC	Canada	HI-PRO WHOLEWHEAT	TMA408749	02/26/1993
Southeastern Mills, Inc.	Canada	SHORE LUNCH	TMA336775	02/05/1988
Southeastern Mills, Inc.	US	SOUTHEASTERN MILLS	3,272,419	07/31/2007
Southeastern Mills, Inc.	US	SM SOUTHEASTERN MILLS THE OLD MILL AT BERRY COLLEGE BUILT IN 1930, ROME, GEORGIA and design	3,290,979	09/11/2007
Southeastern Mills, Inc.	US	OLD GUIDE'S SECRET	3,249,410	06/05/2007
Southeastern Mills, Inc.	US	MIRACLE FRY	3,635,966	06/09/2009
Southeastern Mills, Inc.	US	WHERE THE JOURNEY TO OUTDOOR FLAVOR BEGINS	3,496,817	09/02/2008
Southeastern Mills, Inc.	US	THE TEXTURE AUTHORITY	3,726,011	12/15/2009
Southeastern Mills, Inc.	US	SM and design	1,764,757	04/13/1993
Southeastern Mills, Inc.	US	ROME BEAUTY	418,374	12/18/1945
Southeastern Mills, Inc.	US	TOMORROW'S STOCK	3,829,199	08/03/2010
Southeastern Mills, Inc.	US	SALSARRIBA	3,772,348	04/06/2010
Southeastern Mills,	US	MEJOR QUE	3,640,849	06/16/2009

Southeastern Mills, Inc.	US	SUPERIOR TOUCH BETTER THAN BOUILLON and design	2,662,514	12/17/2002
Southeastern Mills, Inc.	US	SUPERIOR TOUCH	2,662,479	12/17/2002
Southeastern Mills, Inc.	US	SUPERIOR TOUCH CROCKERY GOURMET and Design	2,624,619	09/24/2002
Southeastern Mills, Inc.	US	CROCKERY GOURMET	1,853,243	09/06/1994
Southeastern Mills, Inc.	US	BETTER THAN BOUILLON	1,833,430	04/26/1994
Southeastern Mills, Inc.	US	SUPERIOR TOUCH and design	1,763,045	04/06/1993
Southeastern Mills, Inc.	Canada	SHORE LUNCH	TMA 852,978	06/11/2013
Southeastern Mills, Inc.	Canada	MADE FROM SCRATCH QUALITY	TMA 821,269	04/02/2012
Southeastern Mills, Inc.	US	STIVER'S BEST	3,947,518	04/19/2011
Southeastern Mills, Inc.	Canada	SUPERIOR TOUCH	TMA 592026	10/09/2003
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH	754786	07/22/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH	754785	07/22/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH and design	765344	10/09/2001
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH and design	755101	07/23/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH BETTER THAN BOUILLON and design	755454	07/24/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH BETTER THAN BOUILLON and	755453	07/24/2002

		design		
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH CROCKERY GOURMET and Design	755455	07/24/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH CROCKERY GOURMET and design	755452	07/24/2002
Southeastern Mills, Inc.	Mexico	BETTER THAN BOUILLON	752370	06/27/2002
Southeastern Mills, Inc.	Mexico	CROCKERY GOURMET	760740	08/26/2002
Southeastern Mills, Inc.	El Salvador	BETTER THAN BOUILLON	0006100173123-124	07/27/2011
Southeastern Mills, Inc.	Canada	CROCKERY GOURMET	TMA 583,957	06/17/2003
Southeastern Mills, Inc.	US	MADE FROM SCRATCH QUALITY	4,462,146	01/07/2014
Southeastern Mills, Inc.	Honduras	BETTER THAN BOUILLON	126133	10/10/2013
Southeastern Mills, Inc.	Honduras	SUPERIOR TOUCH BETTER THAN BOUILLON and design	126569	11/11/2013

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Pendleton Flour Mills, LLC	US	Ingrained in the finest products	85/846,526	02/11/2013
Southeastern Mills, Inc.	US	SHORE LUNCH	86/241,406	04/03/2014
Southeastern Mills, Inc.	US	BETTER THAN BROTH	85/335,150	06/01/2011
Southeastern Mills, Inc.	US	NAKED FRY	85/726,708	09/12/2012
Southeastern Mills, Inc.	US	PERSONAL CHEF FLAVORS THAT	85/758,252	10/19/2012

		FLOW with Chef Logo		
Southeastern Mills, Inc.	US	Naked Fry. All Bake. Never Fried. Logo	85/787,228	11/26/2012
Southeastern Mills, Inc.	Panama	SUPERIOR TOUCH BETTER THAN BOUILLON and design	224020-01	06/25/2013
Southeastern Mills, Inc.	US	Southeastern Mills and Mill Design (2014)	86/068,988	09/19/2013