

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheat Montana Farms, Inc.		01/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OneWest N.A.		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2728391	HEALTHYLOAF	
Registration Number:	2519395	WHEAT MONTANA FARMS & BAKERY	
Registration Number:	2519396	WHEAT MONTANA	
Registration Number:	2393407	WHEAT MONTANA	
Registration Number:	2073618	BRONZE CHIEF	
Registration Number:	2073617	PRAIRIE GOLD	
Registration Number:	2019861	WHEAT MONTANA FARMS & BAKERY	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	382378.00051		
NAME OF SUBMITTER:	Vickie Lee		

CH \$190.00 2728391

SIGNATURE:	/Vickie Lee/
DATE SIGNED:	01/16/2015
Total Attachments: 7 source=Intellectual Property Security Agreement Executed#page1.tif source=Intellectual Property Security Agreement Executed#page2.tif source=Intellectual Property Security Agreement Executed#page3.tif source=Intellectual Property Security Agreement Executed#page4.tif source=Intellectual Property Security Agreement Executed#page5.tif source=Intellectual Property Security Agreement Executed#page6.tif source=Intellectual Property Security Agreement Executed#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 16, 2015 (the “**Effective Date**”) among WHEAT MONTANA FARMS, INC., a Delaware corporation (the “**Grantor**”) and OneWest Bank N.A. (the “**Lender**”) (as defined in the Credit Agreement or the Security Agreement, as applicable, in each case as referred to below).

RECITALS:

WHEREAS, reference is made to (i) that certain Security Agreement, dated as of January 16, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), made by the Grantor in favor of the Lender, and (ii) that certain Credit Agreement, dated as of January 16, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between Wheat Holdings LLC, a Delaware limited liability company and the Lender; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Lender agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Lender, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) (i) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the “**Copyright Act**”), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs (including, source code and program codes) and object code data bases and related materials and documentation, and including the registered copyrights and copyright applications listed on Schedule 1 attached hereto, and (ii) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof and

(v) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Copyrights").

(b) (i) all letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, including those letters patent, design patents, utility patents, other patents, and patent applications listed on Schedule 1 attached hereto, (ii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (collectively, the "Patents").

(c) (i) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are adopted or used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on Schedule 1 attached hereto, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vi) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (vii) all documents constituting or concerning the then current or proposed advertising and promotion by the Grantor of products sold under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising, and (viii) renewals and proceeds of any of the foregoing (collectively, the "Trademarks").

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

WHEAT MONTANA FARMS, INC., a Montana corporation

By: 
Name: G.H. Patten Pettway, Jr.
Title: Secretary

ONEWEST BANK N.A.



By:  _____

Name:

Title:

**DAVID LIGON
EXECUTIVE VICE PRESIDENT**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS			
U.S. Patent Registrations			
Owner	Patent No.	Name	Issue Date
N/A			
TRADEMARKS			
U.S. Trademark Registrations			
Owner	Trademark No.	Mark	Registration Date
Wheat Montana Farms, Inc.	2,728,391	Healthyloaf (word only)	06/17/03
	2,519,395	 (word and design)	12/18/01
	2,519,396	Wheat Montana (word only)	12/18/01
	2,393,407	Wheat Montana (word only)	10/10/00
	2,073,618	Bronze Chief (word only)	06/24/97
	2,073,617	Prairie Gold (word only)	06/24/97
	2,019,861	 (word and design)	11/26/96
	T017410 (Montana)	"BRONZE CHIEF" (stylized letters)	05/24/93
	T021221 (Montana)	Natural White (word only) ¹	10/12/00

¹ The mark is beneficially owned by Wheat Montana Farms, Inc., but owned of record in Montana by Wheat Montana IP, LLC. Wheat Montana IP, LLC was dissolved on November 18, 2013. Wheat Montana Farms, Inc. is currently in the process of updating the mark's registration with the Montana Secretary of State.

COPYRIGHTS

U.S. Copyrights Registrations

Owner	Title	Registration No.	Registration Date
Wheat Montana Farms, Inc. ²	Wheat Montana Cookbook: Recipes from Our Bakery and Our Customers Using Wheat Montana Products	TX0005152415	03/06/00

² Wheat Montana Farms, Inc.'s ownership rights are subject to dual copyright rights and privileges of Falcon Publishing and Globe Pequot Press.