

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Horizons Baking Company, Inc.		03/31/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	950 Main Avenue		
Internal Address:	Suite 301		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44113		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85577197	BEST OF THE HARVEST	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com,rfalk@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth St.		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	36882.04000		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/ryan w. falk/		
DATE SIGNED:	04/03/2015		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 31, 2015, by NEW HORIZONS BAKING COMPANY, INC., an Indiana corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated March 31, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Indebtedness, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Indebtedness.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

NEW HORIZONS BAKING COMPANY, INC., an
Indiana corporation

By: 

Name: Tilmon F. Brown

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Trademark Registrations and Applications

MARK	OWNER	APPLICATION NUMBER/ REGISTRATION NUMBER	COUNTRY	FILING DATE
Best of the Harvest	New Horizons Baking Company, Inc.	85577197	U.S.	March 22, 2012

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