

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gold Standard Baking, Inc.		04/24/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	societe anonyme: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3135819	TASTE THE OTHERS CAN'T TOUCH	
Registration Number:	4462425	DRESSEL'S	
Registration Number:	1518185	GOLD STANDARD BAKING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049018-0050		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/24/2015		
Total Attachments: 5			
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OP \$90.00 3135819

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Gold Standard Baking, Inc., an Illinois corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Gold Standard Acquisition, Inc., a Delaware corporation (“**Acquiror Sub**”), Grantor (Acquiror Sub and Grantor are sometimes referred to herein collectively as “**Company**”), and Gold Standard Holdings, Inc., a Delaware corporation (“**Holdings**”), have entered into a Credit Agreement, dated as of April 24, 2015 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) or lender bank products (collectively, the “**Lender Bank Products**”), with one or more Persons that are Lenders or Affiliates of Lenders at the time (i) such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”) or (ii) such Lender Bank Products are entered into (in such capacity, collectively, “**Lender Bank Product Providers**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 24, 2015 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Acquiror Sub, Grantor, Holdings, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, excluding, however, any Excluded Assets (as defined in the Security Agreement) (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names,

trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

In the event of a conflict between this Grant of Trademark Security Interest and the Credit Agreement or the Security Agreement, the terms and conditions of the Credit Agreement or the Security Agreement, as applicable, shall apply.

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

GOLD STANDARD BAKING, INC.

By: Scott Daum


Name: Scott Daum

Title: Vice President and Secretary

Accepted and Agreed:

BNP PARIBAS,

as Administrative Agent, as Secured Party

By: 

Name: Michael C. Colias

Title: Managing Director

By: 

Name: DAWN ENGELSON

Title: DIRECTOR

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Gold Standard Baking, Inc.	Taste The Others Can't Touch	3,135,819	8/29/06
Gold Standard Baking, Inc.	Dressel's	4,462,425	1/7/14
Gold Standard Baking, Inc.	Gold Standard Baking	1518185	12/27/88