

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Supplement No. 3)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boulder Brands USA, Inc.		02/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	4174595	.LOVE	
Registration Number:	4206832	BESTLIFE	
Registration Number:	4364995	BESTLIFE	
Registration Number:	2941879	BUTTERY BURST	
Registration Number:	4569572	CANYON CREEK FARMS	
Registration Number:	4695921	EARTH BALANCE	
Registration Number:	3708400	EARTH BALANCE	
Registration Number:	3967828	EARTH BALANCE	
Registration Number:	4029021	EARTH BALANCE	
Registration Number:	4029650	EARTH BALANCE	
Registration Number:	4112473	EARTH BALANCE	
Registration Number:	4203379	EARTH BALANCE	
Registration Number:	2237867	EARTH BALANCE	
Registration Number:	3761852	EVOL	
Registration Number:	4003196	EVOL	
Registration Number:	4081403	EVOL	
Registration Number:	3791440	EVOL. BURRITOS	
Registration Number:	4049401	EVOL. GAMES	
Registration Number:	3925028	FESTEVOL.	

OP \$1490.00 4174595

Property Type	Number	Word Mark
Registration Number:	2995271	GLUTEN FREE PANTRY
Registration Number:	4628696	GLUTEN FREE UNIVERSITY
Registration Number:	3989209	GLUTINO
Registration Number:	4436090	GLUTINO
Registration Number:	4756534	GLUTINO
Registration Number:	4649959	GLUTINO
Registration Number:	3881694	GREAT TASTE & GOOD HEALTH. . .TOGETHER A
Registration Number:	3871585	HEARTRIGHT
Registration Number:	4128992	HEARTRIGHT
Registration Number:	4064806	MINDFULMAYO
Registration Number:	0044779	NUCOA
Registration Number:	0309722	NUCOA
Registration Number:	4492086	P.B.POPPS
Registration Number:	3416942	REAL FOOD MATTERS
Registration Number:	4484239	REAL FOOD MATTERS
Registration Number:	2952127	SMART BALANCE
Registration Number:	3649833	SMART BALANCE
Registration Number:	3865917	SMART BALANCE
Registration Number:	3958463	SMART BALANCE
Registration Number:	2200663	SMART BALANCE
Registration Number:	2276285	SMART BALANCE
Registration Number:	4392535	SMART BALANCE
Registration Number:	3878157	SMART BALANCE
Registration Number:	3747526	SMART BALANCE
Registration Number:	2958216	SMART BALANCE OMEGA
Registration Number:	3868803	SMART BALANCE OMEGA
Registration Number:	1754419	SMART BEAT
Registration Number:	2302961	SMART COW
Registration Number:	2182820	SMART OIL
Registration Number:	2045728	SMART SLICES
Registration Number:	2084664	SMART SQUEEZE
Registration Number:	2175327	SMARTER THAN BUTTER!
Registration Number:	2678729	SOY GARDEN
Registration Number:	4867682	UDI'S
Registration Number:	3079722	UDI'S
Registration Number:	4749765	UDI'S
Registration Number:	3095332	UDI'S
Registration Number:	4343459	UDI'S GLUTEN FREE

Property Type	Number	Word Mark
Registration Number:	4343458	UDI'S GLUTEN FREE
Serial Number:	86682440	UDI'S

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235

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:	035017-0026
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/27/2016

Total Attachments: 16

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SUPPLEMENT NO. 3 dated as of February 29, 2016 to the Intellectual Property Security Agreement dated as of April 2, 2007 among PEAK FINANCE HOLDINGS LLC (“**Holdings**”), PINNACLE FOODS FINANCE LLC (the “**Borrower**”), certain Subsidiaries of Borrower and Holdings from time to time party hereto and BARCLAYS BANK PLC, as Collateral Agent.

A. Reference is made to the Second Amended and Restated Credit Agreement dated as of April 29, 2013 (as amended by the First Amendment to Second Amended and Restated Credit Agreement, dated as of October 1, 2013 and as further amended by the Second Amended and Restated Credit Agreement, dated as of January 15, 2016 (and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, Barclays Bank PLC, as Administrative Agent and Collateral Agent, the other agents from time to time party thereto, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that Intermediate Holding Companies and additional Restricted Subsidiaries of the Borrower may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each of the undersigned Restricted Subsidiaries (each a “**New Grantor**” and collectively, the “**New Grantors**”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, each New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties and their successors and assigns, a security interest in and lien on all of such New Grantor’s right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of such New Grantor. Each reference to a “Grantor” in the

Intellectual Property Security Agreement shall be deemed to include each of the New Grantors. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each of the New Grantors represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each of the New Grantors and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each of the New Grantors hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of such New Grantor consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of such New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

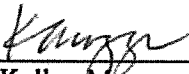
SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 9. Each of the New Grantors agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[signature pages follow]

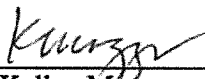
IN WITNESS WHEREOF, the New Grantors and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

BOULDER BRANDS, INC.

By: 
Name: Kelley Maggs
Title: Vice President and Secretary
Jurisdiction of Formation: Delaware

Location of Chief Executive Office:
1600 Pearl Street - Suite 300,
Boulder, Colorado 80302

BOULDER BRANDS USA, INC.


By: 
Name: Kelley Maggs
Title: Executive Vice President,
Secretary and General
Counsel

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:
1600 Pearl Street - Suite 300,
Boulder, Colorado 80302

[Signature Page to Supplement to Intellectual Property Security Agreement]

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Christopher R. Lee
Title: Vice President

[Signature Page to Supplement to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005801 FRAME: 0901

INTELLECTUAL PROPERTY

I. Patents

Assignee	Type	Patent Number	Expiration Date
Boulder Brands USA, Inc.	Issued Patent (US)	7,344,747	24 Jan 2026

II. Patent Licenses

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in License)	Licensor	Type	Patent Number	Expiration Date
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	5,578,334	7 Apr 2015
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	5,843,497	7 Apr 2015
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	5,874,117	7 Apr 2015
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	6,630,192	7 Apr 2015
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	7,229,653	7 Apr 2015
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	6,156,354	5 Dec 2020
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	6,503,545	30 Jan 2015
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	8,114,461	25 Aug 2028
Boulder Brands USA, Inc.	Perlman Consulting, LLC	Issued Patent (US)	8,551,551	6 Jan 2032
Boulder Brands	Brandeis	Issued Patent (US)	8,617,634	25 Aug 2028

USA, Inc.	University			
Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in License)	Licensor	Type	Patent Number	Expiration Date
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	8,809,388	6 Nov 2032
Boulder Brands USA, Inc.	Perlman Consulting, LLC	Issued Patent (US)	8,828,470	20 Jun 2028
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	8,906,959	6 Nov 2032
Boulder Brands USA, Inc.	Perlman Consulting, LLC	Issued Patent (US)	9,011,958	20 Jun 2028
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (US)	9,144,245	6 Nov 2032
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (EP)	EP0820307	2 Apr 2016
Boulder Brands USA, Inc.	Brandeis University	Issued Patent (CA)	CA2173545	
Boulder Brands USA, Inc.	Brandeis University	Patent Application (US)	13/836,505	
Boulder Brands USA, Inc.	Brandeis University	Patent Application (PCT)	PCT/US2013/068730	Entered National Phase
Boulder Brands USA, Inc.	Brandeis University	Patent Application (US)	14/868,805	
Boulder Brands USA, Inc.	Brandeis University	Patent Application (CA)	2,890,320	

III. Trademarks

COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
U.S.	.LOVE (Logo)	Oct-26-2011	85456202	Jul-17-2012	4174595	Registered	30
U.S.	BESTLIFE	Jan-13-2011	85216790	Sep-11-2012	4206832	Registered	5
U.S.	BESTLIFE	Oct-13-2009	77847695	Jul-9-2013	4364995	Registered	29
U.S.	BUTTERY BURST	Feb-11-2004	78366180	Apr-19-2005	2941879	Registered	29

COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
U.S.	CANYON CREEK FARMS	May-17-2013	85935794	Jul-15-2014	4569572	Registered	29
Australia	EARTH BALANCE	Apr-11-2006	1108589	Apr-11-2006	1108589	Registered	29
Australia	EARTH BALANCE	May-28-2014	1625161	May-28-2014	1625161	Registered	29, 30
Canada	EARTH BALANCE	Jun-16-2011	1531964	Jun-26-2014	TMA880,803	Registered	
Canada	EARTH BALANCE	Jul-23-2003	1185459	Feb-9-2006	TMA658,646	Registered	
China	EARTH BALANCE	Jun-3-2008	6763116	Mar-28-2010	6763116	Registered	29
China	EARTH BALANCE	Jun-3-2008	6763115	Apr-28-2010	6763115	Registered	30
Colombia	EARTH BALANCE	May-8-1930	08055573	Dec-9-2008	367051	Registered	30
Colombia	EARTH BALANCE	Dec-9-2008	08055568	Jan-26-2009	378293	Registered	29
Dominican Republic	EARTH BALANCE	Jun-10-2008	2008-26152	Aug-29-2008	169075	Registered	29, 30
El Salvador	EARTH BALANCE	Feb-17-2009	20080109598	Feb-17-2009	00202-00124-407	Registered	29
Guatemala	EARTH BALANCE	Jul-10-2008	5807	Sep-25-2013	191476	Registered	30
Guatemala	EARTH BALANCE	Jul-10-2008	2008-005806	Sep-25-2013	191475	Registered	29
Hong Kong	EARTH BALANCE	May-30-2008	301128799	May-30-2008	301128799	Registered	29, 30
Indonesia	EARTH BALANCE	Aug-8-2008	D00-2008-028889	Jun-2-2010	IDM000250362	Registered	29
Indonesia	EARTH BALANCE	Aug-8-2008	D00-2008-028890	Jun-2-2010	IDM0002503063	Registered	30
Jamaica	EARTH BALANCE	Jun-18-2008	52296	Apr-9-2009	52296	Registered	29, 30
Japan	EARTH BALANCE	Apr-12-2006	2006-033297	Apr-27-2007	5043819	Registered	29, 30
Malaysia	EARTH BALANCE	Apr-18-2003	2003-04566	Apr-18-2003	03004566	Registered	29
Mexico	EARTH BALANCE	Jun-30-2008	944334	Jul-28-2008	1051073	Registered	30
Mexico	EARTH BALANCE	Jun-30-2008	944332	Jul-28-2008	1051072	Registered	29
Panama	EARTH BALANCE	Jun-12-2008	171880-01	Jun-12-2008	171880-01	Registered	29
Panama	EARTH BALANCE	Jun-12-2008	171882-01	Jun-12-2008	171882-01	Registered	30

COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
Peru	EARTH BALANCE	Sep-18-2008	356423	Sep-18-2008	143183	Registered	29
Republic of Korea (South)	EARTH BALANCE	May-23-2008	40-2008-0025070	May-23-2008	40-0782330	Registered	29, 30
Russian Federation	EARTH BALANCE	May-21-2008	2008717146	May-21-2008	383139	Registered	29, 30
Singapore	EARTH BALANCE	Apr-24-2003	T0305882I	Apr-24-2003	T0305882I	Registered	29
South Africa	EARTH BALANCE	Jun-24-2008	2008/14337	Sep-13-2010	2008/14337	Registered	29
Taiwan	EARTH BALANCE	May-20-2008	097023764	May-16-2009	1363476	Registered	29, 30
Thailand	EARTH BALANCE	May-21-2008	695934	May-21-2008	Kor 293378	Registered	29
Thailand	EARTH BALANCE	May-21-2008	695935	May-21-2008	Kor 293379	Registered	30
U.S.	EARTH BALANCE	Jul-28-2014	86350081	Mar-3-2015	4695921	Registered	29, 30
U.S.	EARTH BALANCE	Apr-17-2009	77716694	Nov-10-2009	3708400	Registered	29
U.S.	EARTH BALANCE	Jun-8-2010	85056965	May-24-2011	3967828	Registered	29
U.S.	EARTH BALANCE	Jun-7-2007	77200602	Sep-20-2011	4029021	Registered	29
U.S.	EARTH BALANCE	Jun-8-2010	85056989	Sep-20-2011	4029650	Registered	30
U.S.	EARTH BALANCE	Jun-8-2010	85056972	Mar-13-2012	4112473	Registered	29
U.S.	EARTH BALANCE	Jun-16-2011	85347834	Sep-4-2012	4203379	Registered	29, 30
U.S.	EARTH BALANCE	Jun-26-1996	75978107	Apr-6-1999	2237867	Registered	29
Vietnam	EARTH BALANCE	Jul-30-2008	4-2008-16279	Nov-4-2009	136441	Registered	29, 30
Australia	EVOL	Apr-1-2011	1417784	Apr-1-2011	1417784	Registered	30
Canada	EVOL	Mar-15-2010	1473172	Aug-21-2014	884,488	Registered	
CTM	EVOL	Mar-1-2010	008918468	Aug-24-2010	008918468	Registered	30
New Zealand	EVOL	Mar-31-2011	839466	Oct-3-2011	839466	Registered	30
U.S.	EVOL	Apr-21-2009	77718227	Mar-16-2010	3761852	Registered	30
U.S.	EVOL	Dec-1-2009	77882932	Jul-26-2011	4003196	Registered	30
U.S.	EVOL	Mar-23-	85975277	Jan-3-2012	4081403	Registered	29, 30

COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
		2011					
WIPO	EVOL	Mar-12-2014	1203917	Mar-12-2014	1203917	Registered	29, 30
U.S.	EVOL, BURRITOS (Logo)	Jun-25-2009	77768214	May-18-2010	3791440	Registered	30
U.S.	EVOL. GAMES	May-19-2011	85324868	Nov-1-2011	4049401	Registered	41
U.S.	FESTEVOL. (Logo)	May-5-2010	85030647	Mar-1-2011	3925028	Registered	41
Canada	GLUTEN FREE PANTRY	Jan-7-2011	1510432	Jul-4-2014	TMA881 221	Registered	
Canada	GLUTEN FREE PANTRY	Jul-4-2014	1683945	Aug-26-2015	TMA912 ,552	Registered	
CTM	GLUTEN FREE PANTRY	Apr-2-2010	009003112	Oct-26-2010	0090031 12	Registered	5, 29, 30, 31
U.S.	GLUTEN FREE PANTRY	Jul-26-2004	78456708	Sep-13-2005	2995271	Registered	30
U.S.	GLUTEN FREE UNIVERSITY	Apr-2-2014	86239971	Oct-28-2014	4628696	Registered	41, 44
Australia	GLUTINO	Sep-6-2013	1176610	Sep-6-2013	1176610	Registered	29, 30
Canada	GLUTINO	Jan-4-1995	0772207	Feb-17-1997	TMA471 ,086	Registered	
Mexico	GLUTINO	Jan-2-2012	1238411	Sep-13-2012	1311364	Registered	29
Mexico	GLUTINO	Jan-2-2012	1238466	Sep-13-2012	1311365	Registered	30
U.S.	GLUTINO	Nov-3-2010	85168369	Jul-5-2011	3989209	Registered	29, 30
U.S.	GLUTINO	Apr-5-2013	85896166	Nov-19-2013	4436090	Registered	30
U.S.	GLUTINO	Sep-24-2012	85977638	Jun-16-2015	4756534	Registered	29, 30
WIPO	GLUTINO	Sep-6-2013	1176610	Sep-6-2013	1176610	Registered	29, 30
Canada	GLUTINO (New Logo)	Sep-11-2012	1593674	Jan-21-2016	TMA926 ,576	Registered	
U.S.	GLUTINO (New Logo)	Sep-10-2012	85982739	Dec-2-2014	4649959	Registered	29, 30
U.S.	GREAT TASTE & GOOD HEALTH. . .TOGETHER AT LAST	Aug-13-2008	77980495	Nov-23-2010	3881694	Registered	29
U.S.	HEARTRIGHT	Jul-1-2008	77980268	Nov-2-2010	3871585	Registered	29

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COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
U.S.	HEARTRIGHT	Jul-1-2008	77512148	Apr-17-2012	4128992	Registered	29
Mexico	LEVEL LIFE	Jun-20-2014	1498625	Nov-10-2014	1493304	Registered	5
Canada	MINDFULMAYO	Jun-8-2011	1530873	Jun-26-2014	TMA880,801	Registered	
U.S.	MINDFULMAYO	Mar-11-2011	85264624	Nov-29-2011	4064806	Registered	29, 30
Canada	NUCOA	Sep-22-1949	0204431	Sep-22-1949	UCA36835	Registered	
U.S.	NUCOA	Apr-7-1905	71000706	Jul-25-1905	0044779	Registered	29
U.S.	NUCOA (Stylized)	Jun-30-1933	71339383	Jan-30-1934	0309722	Registered	29
U.S.	P.B.POPPS	Oct-11-2012	85751570	Mar-4-2014	4492086	Registered	30
U.S.	REAL FOOD MATTERS	Feb-12-2007	77105300	Apr-29-2008	3416942	Registered	35
U.S.	REAL FOOD MATTERS	Jun-12-2013	85957302	Feb-18-2014	4484239	Registered	35
Argentina	SMART BALANCE	Apr-1-2008	2813990	Mar-25-2009	2278665	Registered	30
Argentina	SMART BALANCE	Apr-1-2008	2813991	Mar-25-2009	2278666	Registered	29
Australia	SMART BALANCE	Sep-6-2013	1176826	Sep-6-2013	1176826	Registered	5
Canada	SMART BALANCE	Jun-8-2011	1530874	Jun-26-2014	TMA880,802	Registered	
Canada	SMART BALANCE	Jul-23-2003	1185460	Aug-21-2006	TMA670,634	Registered	
Chile	SMART BALANCE		814154	Nov-25-2009	867861	Registered	29
China	SMART BALANCE	Jun-3-2007	6763114	Apr-14-2010	6763114	Registered	30
China	SMART BALANCE	Jun-3-2007	6763113	Apr-28-2012	6763113	Registered	29
Costa Rica	SMART BALANCE	Jun-5-2008	2008-5455	Jun-26-2009	191693	Registered	29
CTM	SMART BALANCE	Jun-25-2004	003902079	Aug-24-2005	003902079	Registered	29, 30
Dominican Republic	SMART BALANCE	Jun-10-2008	2008-26151	Aug-29-2008	168947	Registered	29, 30
Ecuador	SMART BALANCE	May-5-2008	198986	Sep-19-2008	222-09	Registered	30
Ecuador	SMART BALANCE	May-5-2008	198985	Sep-19-2008	221-09	Registered	29
El Salvador	SMART BALANCE	Mar-31-2008	20080107321	Dec-1-2015	00119-00268-245	Registered	30

COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
El Salvador	SMART BALANCE	Oct-2-2008	20080107322	Oct-2-2008	00060-00114-121	Registered	29
Guatemala	SMART BALANCE	Sep-3-2008	2008-007233	Jul-15-2013	190020	Registered	29
Guatemala	SMART BALANCE	Sep-3-2008	7232	Jul-14-2013	190020	Registered	30
Honduras	SMART BALANCE		13120-08	Aug-18-2008	106076	Registered	29
Indonesia	SMART BALANCE	Aug-8-2008	D00-2008-028887	Jul-11-2012	IDM000360595	Registered	29
Indonesia	SMART BALANCE	Aug-8-2008	D00-2008-028888	Jun-2-2010	IDM000250361	Registered	30
Jamaica	SMART BALANCE	Jun-18-2008	52295	Apr-9-2009	52295	Registered	29, 30
Panama	SMART BALANCE	Jun-12-2008	171883-01	Jun-12-2008	171883-01	Registered	30
Panama	SMART BALANCE	Jun-12-2008	171884-01	Jun-12-2008	171884-01	Registered	29
Peru	SMART BALANCE	Sep-18-2008	356424	Sep-22-2008	143383	Registered	29
Republic of Korea (South)	SMART BALANCE	May-23-2008	40-2008-0025069	Mar-10-2009	40-0782329	Registered	29, 30
Russian Federation	SMART BALANCE	May-21-2008	2008717144	May-21-2008	383138	Registered	29, 30
Singapore	SMART BALANCE	Apr-24-2003	T0305883G	Apr-24-2003	T0305883G	Registered	29
South Africa	SMART BALANCE	Jun-24-2008	2008/14336	Nov-13-2012	2008/14336	Registered	29
Taiwan	SMART BALANCE	May-20-2008	097023762	May-16-2009	1363475	Registered	29, 30
U.S.	SMART BALANCE	May-4-2001	76252358	May-17-2005	2952127	Registered	30
U.S.	SMART BALANCE	Jul-1-2008	77512724	Jul-7-2009	3649833	Registered	29
U.S.	SMART BALANCE	Jun-7-2007	77980204	Oct-19-2010	3865917	Registered	29
U.S.	SMART BALANCE	Jun-1-2009	77749193	May-10-2011	3958463	Registered	29
U.S.	SMART BALANCE	Jul-1-1996	75977525	Oct-27-1998	2200663	Registered	29
U.S.	SMART BALANCE	Jul-1-1996	75127811	Sep-7-1999	2276285	Registered	30
U.S.	SMART BALANCE	Nov-3-2009	77864290	Aug-27-2013	4392535	Registered	29, 30
U.S.	SMART BALANCE	Jun-7-2007	77980375	Nov-16-2010	3878157	Registered	29

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COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
U.S.	SMART BALANCE	Sep-9-2008	77566103	Feb-9-2010	3747526	Registered	29
Uruguay	SMART BALANCE	Aug-4-2008	390.335	Oct-5-2009	390.335	Registered	29, 30
Vietnam	SMART BALANCE	Jul-30-2008	4-2008-16280	Jun-30-2010	148473	Registered	30
WIPO	SMART BALANCE	Sep-6-2013	1176826	Sep-6-2013	1176826	Registered	5, 29, 30
Mexico	SMART BALANCE (and Design)	Jul-28-2009	1022961	Sep-21-2009	1121584	Registered	29
U.S.	SMART BALANCE OMEGA	Jul-9-2003	78272133	May-31-2005	2958216	Registered	29
U.S.	SMART BALANCE OMEGA	Apr-12-2006	78981805	Oct-26-2010	3868803	Registered	30
U.S.	SMART BEAT	Jun-4-1991	74173035	Feb-23-1993	1754419	Registered	29, 30
U.S.	SMART COW	Oct-8-1998	75567856	Dec-21-1999	2302961	Registered	29
U.S.	SMART OIL	Oct-9-1996	75179824	Aug-18-1998	2182820	Registered	29
U.S.	SMART SLICES	Jan-24-1996	75047855	Mar-18-1997	2045728	Registered	29
U.S.	SMART SQUEEZE	Sep-12-1995	74727963	Jul-29-1997	2084664	Registered	29
U.S.	SMARTER THAN BUTTER!	Nov-30-1995	75026237	Jul-21-1998	2175327	Registered	29
U.S.	SOY GARDEN	Aug-18-2000	76112120	Jan-21-2003	2678729	Registered	29
Australia	UDI'S	Mar-20-2012	A0028915	Mar-20-2012	1122130	Registered	30
Australia	UDI'S	May-28-2014	1625156	May-28-2014	1625156	Registered	29, 30
Canada	UDI'S	Jun-12-2012	1581811	Sep-10-2013	TMA859771	Registered	
CTM	UDI'S	Jun-4-2014	012935896	Nov-6-2014	012935896	Registered	29, 30, 32
CTM	UDI'S	Mar-20-2012	A0028915	Mar-20-2012	1122130	Registered	30
Mexico	UDI'S	Mar-20-2012	1567479	Aug-27-2015	1122130	Registered	30
Mexico	UDI'S	Jun-20-2014	1498622	Nov-5-2014	1492311	Registered	29
U.S.	UDI'S	Mar-12-2014	86219228	Dec-8-2015	4867682	Registered	30
U.S.	UDI'S	Apr-25-2005	78616445	Apr-11-2006	3079722	Registered	30
U.S.	UDI'S	Apr-30-	86976150	Jun-2-2015	4749765	Registered	29, 30

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COUNTRY	TRADEMARK	FILED	APP. NO.	REG DATE	REG NO.	STATUS	CLASS
		2014					
WIPO	UDI'S	Mar-20-2012	1122130	Mar-20-2012	1122130	Registered	30
U.S.	UDI'S (and Wheat Design in Color)	Apr-25-2005	78616454	May-23-2006	3095332	Registered	30
Canada	UDI'S (Wheat Design)	Jun-12-2012	1581813	May-13-2015	TMA904,625	Registered	
Canada	UDI'S GLUTEN FREE	Jun-12-2012	1581808	Jun-12-2015	TMA906,272	Registered	
U.S.	UDI'S GLUTEN FREE	Feb-6-2012	85535123	May-28-2013	4343459	Registered	30
Canada	UDI'S GLUTEN FREE (and Design)	Jun-12-2012	1581815	Jun-12-2015	TMA906,273	Registered	
CTM	UDI'S GLUTEN FREE (and Design)	Mar-23-2012	1119799	Mar-23-2012	1119799	Registered	30
U.S.	UDI'S GLUTEN FREE (and Design)	Feb-6-2012	85535111	May-28-2013	4343458	Registered	30
WIPO	UDI'S GLUTEN FREE (and Design)	Mar-23-2012	1119799	Mar-23-2012	1119799	Registered	30

IV. Trademark Applications

COUNTRY	TRADEMARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	CLASS
CTM	EARTH BALANCE	Jun-4-2014	012935219			Pending	29, 30, 32
El Salvador	EARTH BALANCE	May-21-2008	20080109597			Pending	30
Mexico	EARTH BALANCE	Jun-20-2014	1498621			Pending	29
Mexico	EARTH BALANCE	Jun-20-2014	1498624			Pending	30
U.S.	EARTH BALANCE	Oct-11-2012	85751520			Pending	29, 30, 32
Canada	EARTH BALANCE (Expanded Goods)	Oct-24-2012	1599490			Allowed	
Mexico	EVOL	Mar-12-2014	1203917			Pending	29, 30
Argentina	GLUTINO	Sep-14-2015	3440584			Pending	30
Chile	GLUTINO	Jan-12-2015	1138398			Published	29
U.S.	GLUTINO	Sep-24-2012	85736278			Allowed	30

COUNTRY	TRADEMARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	CLASS
Canada	GLUTINO (Expanded Goods)	Oct-22-2012	1599078			Allowed	
Brazil	GLUTINO (New Logo)	Oct-14-2014	908443366			Published	29
Brazil	GLUTINO (New Logo)	Oct-14-2014	908443579			Pending	30
U.S.	GLUTINO (New Logo)	Sep-10-2012	85725231			Allowed	30
U.S.	LOVE	Mar-24-2011	85275265			Published	29, 30
Brazil	SMART BALANCE	Apr-3-2008	900835052			Pending	29
Brazil	SMART BALANCE	Apr-3-2008	900835087			Pending	30
Malaysia	SMART BALANCE	Apr-18-2003	2003/04567			Pending	29
Nicaragua	SMART BALANCE	Apr-4-2008	2008-01270			Published	30
U.S.	SMART BALANCE	Nov-3-2009	77864206			Pending	5
U.S.	SMART BALANCE	Nov-3-2009	77864268			Pending	29, 30
U.S.	SMART BALANCE	Nov-3-2009	77864305			Pending	29, 30
Brazil	UDI'S	Aug-18-2014	908140371			Published	29
Brazil	UDI'S	Aug-18-2014	908140410			Published	30
Canada	UDI'S	Jun-13-2014	1681185			Allowed	
Mexico	UDI'S	Jun-20-2014	1498623			Pending	30
U.S.	UDI'S	Jul-2-2015	86682440			Published	30

V. Personality Licenses

Licensee	Licensor	Personality	Expiration Date
None			

VI. Trademark Licenses

Licensee (and if Licensee is not a Grantor, name of)	Licensor	Mark	Registration Number	Expiration Date

Grantor that has rights in License)				
Fatburger North America Inc.	Boulder Brands USA, Inc.	Udi's		Signed 8-25-14 30 Day Notice
Jersey Mike's Franchise Systems, Inc.	Boulder Brands USA, Inc.	Udi's		Signed 12-2-14 30 Day Notice
Schlotsky's Franchise LLC	Boulder Brands USA, Inc.	Udi's		Effective 8/20/14 30 Day Notice
Pizza Hut, Inc.	Boulder Brands USA, Inc.	Udi's		Signed 9/18/14 90 Day Notice
American Pop Corn Company	Boulder Brands USA, Inc.	Smart Balance		Signed 4/6/12 Exp 03/31/18
Byrne Dairy, Inc	Boulder Brands USA, Inc.	Smart Balance		Signed 7/1/13 Exp 12/31/18
Boulder Brands USA, Inc.	Best Life Corporation	Best Life		Effective 12/6/10 30 Day Notice

VII. Common Law Trademarks

Country	Mark	Owner
None		

VIII. License to Use Company Name

Licensee	Licensor	Company	License Date
None			

IX. Copyrights

Registered Owner	Title	Registration Number	Expiration Date
Boulder Brands USA, Inc.	UDI'S GLUTEN FREE Ribbon Design (China application)	App. No. 2015Z11S066659	

X. Copyright Licenses

Licensee	Licensor	Title	Registration Number	Expiration Date
None				

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