

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roskam Baking Company		07/07/2016	Corporation: MICHIGAN
Advanced Food Technologies, Inc.		07/07/2016	Corporation: MICHIGAN
Processing Specialties, Inc.		07/07/2016	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 S Wacker Dr, 13th Fl
Internal Address:	MAC N8405-322
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3645122	TOASTER DONUTS
Serial Number:	77270572	TOASTER DOUGHNUTS
Registration Number:	3428781	GRANDPA'S OVEN
Registration Number:	3390284	GRANDPA'S OVEN SINCE 1923
Serial Number:	85030148	RAPTOR
Serial Number:	77438696	SAMMIES
Serial Number:	77373251	
Serial Number:	77337480	WAVES
Serial Number:	78579423	HEARTLETS
Serial Number:	76617157	
Serial Number:	76613377	LO CARB
Registration Number:	2943412	CROUTINIES
Serial Number:	76519834	POTATO STUFFING
Registration Number:	3110820	STARR PUFFS
Registration Number:	2782026	RAPTOR
Registration Number:	2889583	MIDNIGHT STARR PUFF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2889584	MIDNIGHT STARR
Registration Number:	2762356	SOUPTONS
Registration Number:	2667396	
Registration Number:	2698486	STARR PUFFS BAKERY
Serial Number:	76197204	STARR PUFF FACTORY
Registration Number:	2750784	SESAME TOAST
Registration Number:	2753526	POPPY TOAST
Registration Number:	2621928	TENDERKRUNCH
Registration Number:	2779837	RAPTOR SNACK MIX
Serial Number:	75622220	RAPTOR
Registration Number:	2300094	ROTHBURY
Registration Number:	2302225	GOOD THINGS FROM FRESH BREAD
Registration Number:	2335209	
Registration Number:	2742289	RAPTOR CEREAL
Registration Number:	2302220	ROTHBURY FARMS
Registration Number:	2300095	GOOD THINGS FROM FRESH BREAD
Registration Number:	2300096	
Registration Number:	2747484	POPPY TOAST
Registration Number:	2149863	COFFEEBREAD
Serial Number:	75097856	PEANUT BUTTER TOAST CRUNCH
Registration Number:	2064086	CRUNCHETTO
Registration Number:	1921102	EASY STUFF
Registration Number:	1917395	SESAME TOAST
Registration Number:	1219343	ROTHBURY FARMS
Registration Number:	0813535	HAV-AL-LU
Registration Number:	0707850	GUNNAR JOHN'S
Registration Number:	2867126	STARR PUFFS
Serial Number:	86214580	SOUPTONS
Serial Number:	86515812	STARR PUFFS

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 S 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	07/11/2016
Total Attachments: 8 source=Roskam Trademark Sec Agmt#page1.tif source=Roskam Trademark Sec Agmt#page2.tif source=Roskam Trademark Sec Agmt#page3.tif source=Roskam Trademark Sec Agmt#page4.tif source=Roskam Trademark Sec Agmt#page5.tif source=Roskam Trademark Sec Agmt#page6.tif source=Roskam Trademark Sec Agmt#page7.tif source=Roskam Trademark Sec Agmt#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of July, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 7, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Roskam Baking Company, a Michigan corporation ("Roskam"), Advanced Food Technologies, Inc., a Michigan corporation ("AFT"), and Processing Specialties, Inc., a Michigan corporation ("PSI"; together with Roskam and AFT, "Borrowers" and each a "Borrower"), as borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of July 7, 2016 (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 Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Agent, the other members of the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by email or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by email or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION Error! Reference source not found. OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

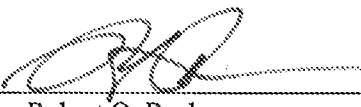
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

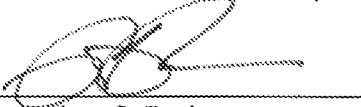
ROSKAM BAKING COMPANY

By: 
Name: Robert O. Roskam
Title: Chief Executive Officer

ADVANCED FOOD TECHNOLOGIES, INC.

By: 
Name: Robert O. Roskam
Title: Chief Executive Officer

PROCESSING SPECIALTIES, INC.

By: 
Name: Robert O. Roskam
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____
Name: Chris Heckman
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005833 FRAME: 0361**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ROSKAM BAKING COMPANY

By: _____

Name: Robert O. Roskam

Title: Chief Executive Officer

ADVANCED FOOD TECHNOLOGIES, INC.

By: _____

Name: Robert O. Roskam

Title: Chief Executive Officer

PROCESSING SPECIALTIES, INC.

By: _____

Name: Robert O. Roskam

Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By:  _____

Name: Erik Sawyer

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005833 FRAME: 0362**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

OWNER	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE	APPLICATION DATE	ABANDON DATE
Roskam	CANCELLED	76553791	3645122	TOASTER DONUTS	23-JUN-2009	05-SEP-2007	19-JAN-2009
Roskam	ABANDONED	77270572		TOASTER DOUGHNUTS		04-SEP-2007	19-JAN-2009
Roskam	REGISTERED	78960784	3428781	GRANDPA'S OVEN	13-MAY-2008	25-AUG-2006	
Roskam	REGISTERED	78960906	3390284	GRANDPA'S OVEN SINCE 1923	26-FEB-2008	25-AUG-2006	
Roskam	ABANDONED	85030148		RAPTOR		04-MAY-2010	23-JUL-2012
Roskam	ABANDONED	77438696		SAMMIES		03-APR-2008	25-MAR-2010
Roskam	ABANDONED	77373251		Design Only		16-JAN-2008	24-MAR-2009
Roskam	ABANDONED	77337480		WAVES		27-NOV-2007	05-APR-2011
Roskam	ABANDONED	78579423		HEARTLETS		03-MAR-2005	31-DEC-2006
Roskam	ABANDONED	76617157		Design Only		21-OCT-2004	06-DEC-2005
Roskam	ABANDONED	76613377		LOCARB		27-SEP-2004	31-OCT-2005
Roskam	CANCELLED	76553791	2943412	CROUTINIERS	26-APR-2005	23-OCT-2003	

Roskam	ABANDONED	76519834		POTATO STUFFING		05-JUN-2003	28-JUL- 2004
Roskam	REGISTERED	76515698	3110820	STARR PUFFS	04-JUL-2006	20-MAY-2003	
Roskam	CANCELLED	78192806	2782026	RAPTOR	11-NOV-2003	10-DEC-2002	
Roskam	CANCELLED	76272966	2889583	MIDNIGHT STARR PUFF	28-SEP-2004	18-JUN-2001	
Roskam	CANCELLED	76273170	2889584	MIDNIGHT STARR	28-SEP-2004	18-JUN-2001	
Roskam	CANCELLED	76239310	2762356	SOUPONS	09-SEP-2003	11-APR-2001	
Roskam	REGISTERED	76235771	2667396	STARR PUFFS BAKERY	24-DEC-2002	04-APR-2001	
Roskam	REGISTERED	76232141	2698486	STARR PUFF FACTORY	18-MAR-2003	28-MAR-2001	
Roskam	ABANDONED	76197204		STARR PUFFS		22-JAN-2001	06-FEB- 2004
Roskam	CANCELLED	76025713	2750784	SESAME TOAST	12-AUG-2003	14-APR-2000	
Roskam	CANCELLED	76026579	2753526	POPPY TOAST	19-AUG-2003	14-APR-2000	
Roskam	REGISTERED	76022633	2621928	TENDERKRUNC H	17-SEP-2002	11-APR-2000	
Roskam	CANCELLED	75878136	2779837	RAPTOR SNACK MIX	04-NOV-2003	22-DEC-1999	
Roskam	ABANDONED	75622220		RAPTOR		19-JAN-1999	22-DEC- 2002
Roskam	RENEWED (REGISTERED)	75622486	2300094	ROTHBURY	14-DEC-1999	19-JAN-1999	
Roskam	RENEWED (REGISTERED)	75623296	2302225	GOOD THINGS FROM FRESH BREAD	21-DEC-1999	19-JAN-1999	
Roskam	RENEWED (REGISTERED)	75622451	2335209	Design Only	28-MAR-2000	19-JAN-1999	
Roskam	CANCELLED	75622487	2742289	RAPTOR CEREAL	29-JUL-2003	19-JAN-1999	
Roskam	RENEWED (REGISTERED)	75622485	2302220	ROTHBURY FARMS	21-DEC-1999	19-JAN-1999	

Roskam	RENEWED (REGISTERED)	75622488	2300095	GOOD THINGS FROM FRESH BREAD	14-DEC-1999	19-JAN-1999	
Roskam	RENEWED (REGISTERED)	75622489	2300096	Design Only	14-DEC-1999	19-JAN-1999	
Roskam	CANCELLED	75507264	2747484	POPPY TOAST	05-AUG-2003	23-JUN-1998	
Roskam	CANCELLED	75189471	2149863	COFFEEBREAD	07-APR-1998	29-OCT-1996	
Roskam	ABANDONED	75097856		PEANUT BUTTER TOAST CRUNCH		02-MAY-1996	25-MAY- 2000
Roskam	CANCELLED	75028293	2064086	CRUNCHETTO	20-MAY-1997	06-DEC-1995	
Roskam	RENEWED (REGISTERED)	74519190	1921102	EASY STUFF	19-SEP-1995	02-MAY-1994	
Roskam	RENEWED (REGISTERED)	74465810	1917395	SESAME TOAST	05-SEP-1995	06-DEC-1993	
Roskam	RENEWED (REGISTERED)	73305339	1219343	ROTHBURY FARMS	07-DEC-1982	13-APR-1981	
Roskam	EXPIRED	72170766	0813535	HAV-AL-LU	23-AUG-1966	11-JUN-1963	
Roskam	CANCELLED	72081506	0707850	GUNNAR JOHN'S	29-NOV-1960	16-SEP-1959	
Roskam	EXPIRED MI		M59014	HAV-AL-LU	04-MAR-1957		
Roskam	CANCELLED	76197205	2867126	STARR PUFFS	28-MAR-2001	18-MAR-2003	

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	APPLICATION DATE
Roskam	86214580	SOUPTONS	3/7/14
Roskam	86515812	STARR PUFFS	1/27/15