

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Natural Ovens Bakery Co.		03/09/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Harris N.A. (as successor by merger to Harris Trust and Savings Bank), as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2558394	BARBARA STITT'S
Registration Number:	2509666	BRAINY
Registration Number:	2552221	FRANKLY BETTER LONG BUNS
Registration Number:	3048946	GOLDEN CRUNCH
Registration Number:	2289961	GREAT GRANOLA
Registration Number:	2509665	HUNGER FILLER
Registration Number:	2720416	NATURAL OVENS
Registration Number:	2569656	NUTTY NATURAL
Registration Number:	2901007	RIGHT WHEAT

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com

CH \$240.00 2558394

Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1547736

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 03/13/2007

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 9th day of March, 2007, Natural Ovens Bakery Co., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 4545 W. Lyndale Avenue, Chicago, Illinois 60639-3149, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A. (as successor by merger to Harris Trust and Savings Bank), a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors and Agent (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATURAL OVENS BAKERY CO.

By 
Name: Robert G. Cruice
Title: Treasurer

Accepted and agreed to as of the date and year last above written

HARRIS, N.A. (as successor by merger to Harris
Trust and Savings Bank), as Agent

By _____
Name: William Thomson
Title: Vice President

forth in the Security Agreement the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATURAL OVENS BAKERY CO.

By _____
Name: Robert G. Cruice
Title: Treasurer

Accepted and agreed to as of the date and year last above written

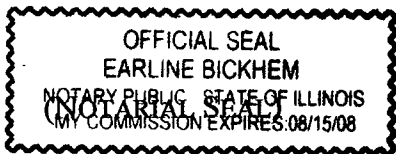
HARRIS, N.A. (as successor by merger to Harris Trust and Savings Bank), as Agent

By  _____
Name: William Thomson
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Earline Bickhem a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G. Cruice, Treasurer of Natural Ovens Bakery Co., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of March, 2007.



Earline Bickhem
Notary Public

Earline Bickhem
(Type or Print Name)

My Commission Expires:

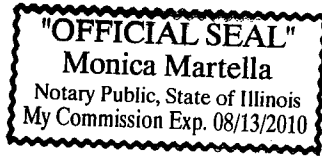
August 15th 2008

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Monica Martella, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Thomson, Vice President of Harris N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9 day of March, 2007.

(NOTARIAL SEAL)



Monica Martella
Notary Public

My Commission Expires:

(Type or Print Name)

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND
TRADEMARK APPLICATIONS**

MARK	APPLICATION NUMBER	APPLICATION DATE
Barbara Stitt's	2,558,394	4/9/2002
Brainy	2,509,666	11/20/2001
Frankly Better Long Buns	2,552,221	3/26/2002
Golden Crunch	3,048,946	1/24/2006
Great Granola	2,289,961	11/2/1999 (Sec. 8 & 15 3/18/2005)
Hunger Filler	2,509,665	11/20/2001
Natural Ovens	2,720,416	6/3/2003
Nutty Natural	2,569,656	5/14/2002
Right Wheat	2,901,007	11/9/2004