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
NEW CARBON COMPANY, LLC		04/17/2012	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, as Agent
Street Address:	191 N. Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2506907	CARBON'S
Registration Number:	1386387	CONE-FLOUR
Registration Number:	1496931	
Registration Number:	3211841	GOLDEN GOURMET
Registration Number:	1169494	GOLDEN MALTED
Registration Number:	3068111	ROBBY'S
Registration Number:	1161779	RUGGED I
Registration Number:	3710797	TASTEEFARE
Registration Number:	2096007	TASTEE FARE
Serial Number:	85589156	CARBON'S KITCHEN

OP $265.00 2506907

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.073
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/20/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of April, 2012 by New Carbon Company, LLC, an Indiana limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill

of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEW CARBON COMPANY, LLC

By _____
Name Brian K. Coyne
Its Chief Financial Officer

Agreed and Accepted

As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Name _____
Its _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEW CARBON COMPANY, LLC

By _____
Name _____
Its _____

Agreed and Accepted

As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Name Andrea Tunick
Its Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
CARBON'S	2506907	November 13, 2001; December 20, 2010
CONE-FLOUR	1386387 (Supplemental)	March 11, 1986; May 12, 2005
Design:	1496931	July 19, 1988; February 10, 2008
GOLDEN GOURMET	3211841	February 20, 2007
GOLDEN MALTED	1169494	September 15, 1981; October 25, 2010
ROBBY'S	3068111	March 14, 2006
RUGGED I	1161779	July 21, 1981; August 26, 2010
TASTEEFARE	3710797	November 17, 2009
TASTEE FARE	2096007	September 9, 1997; October 13, 2007

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
Carbon's KITCHEN	85589156	April 4, 2012 (in use)