

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
Sweet Additions, Ingredient Processors, LLC		09/14/2012	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	C3 Capital Partners II, L.P.		
Street Address:	4520 Main Street, Suite 1600		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2838108	TAPI	
Registration Number:	1764740	RICE*COMPLETE	
Registration Number:	1749525	RICE*TRIN	
Registration Number:	1695498	RICE*PRO	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Kris Kappel		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	11932.12		
NAME OF SUBMITTER:	Kris Kappel		

CH \$115.00 2838108

Signature:	/kris kappel/
Date:	10/11/2012
Total Attachments: 10 source=securityingprocess#page1.tif source=securityingprocess#page2.tif source=securityingprocess#page3.tif source=securityingprocess#page4.tif source=securityingprocess#page5.tif source=securityingprocess#page6.tif source=securityingprocess#page7.tif source=securityingprocess#page8.tif source=securityingprocess#page9.tif source=securityingprocess#page10.tif	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "*Agreement*") is made as of the 14th day of September, 2012, by and between SWEET ADDITIONS, INGREDIENT PROCESSORS, LLC, a Wisconsin limited liability company with an office located at 612 South Eighth Street, Cameron, WI 54822 ("*Assignor*"), and C₃ CAPITAL PARTNERS II, L.P., a Delaware limited partnership with an office located at 4520 Main Street, Suite 1600, Kansas City, Missouri 64111 ("*Lender*").

WHEREAS, Assignor has executed and delivered to Lender a Securities Purchase Agreement dated as of the date hereof (as amended from time to time, the "*Securities Purchase Agreement*");

WHEREAS, in consideration of Lender extending and making available to Assignor those financial accommodations and loans contained in the Securities Purchase Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark rights;

WHEREAS, this Agreement is being executed contemporaneously with the Securities Purchase Agreement and other Investment Documents (as defined in the Securities Purchase Agreement) pursuant to which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "*Other Assets*") relating to products sold under the Trademark, as defined hereinafter; and

WHEREAS, the Securities Purchase Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral (as defined herein), and the Other Assets, upon the occurrence of a Serious Event of Default, as defined in the Securities Purchase Agreement, in order that any owner of the Trademark Collateral may continue the manufacture or distribution of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations (as that term is defined in the Securities Purchase Agreement), Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Trademark*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "*Trademark Rights*"), and the goodwill of the business to which the Trademark relates (the "*Associated Goodwill*") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "*Trademark Collateral*").

(b) In addition to the grant of security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without

further action, upon the occurrence of a Serious Event of Default (as defined in the Securities Purchase Agreement).

2. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

(a) The Trademarks constitute all the trademarks owned by Assignor as of the date hereof;

(b) To the best of its knowledge, the registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(c) To the best of its knowledge, the Trademark is valid and enforceable;

(d) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(e) Other than the lien of Primera Foods Corporation, a Wisconsin corporation, a license for the RICE TRIN trademark to IFP, Inc., a Minnesota corporation, granted by the Assignor in connection with that certain Supply Agreement dated as of the date hereof, and a license for the SWEET ADDITIONS word and design trademarks granted by Sweet Additions, LLC, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(f) Assignor has the unqualified right to enter into this Agreement and to perform its terms;

(g) Assignor shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademark;

(h) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.

3. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right, upon reasonable notice, to inspect the products sold under the Trademark for compliance with paragraph 2(h). Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 2(h) hereof.

4. Further Assurances. Assignor agrees that, until all of the Obligations shall have been satisfied in full and the Securities Purchase Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Modification by Lender. Upon thirty days written notice to Assignor with a copy of proposed modifications, Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or servicemark(s), or future application(s) therefor, that are owned by Assignor and covered by paragraphs 1 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.

7. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral (as defined in the Securities Purchase Agreement), upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lender pursuant to the Securities Purchase Agreement and/or this Agreement. The license granted in this paragraph 7 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full and the Securities Purchase Agreement has been terminated in accordance with its terms.

8. Rights of Assignor. Unless and until there shall have occurred a Serious Event of Default, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, non-transferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.

9. Default. If a Serious Event of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Securities Purchase Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

10. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations and the Securities Purchase Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the interest rate then applicable under the Securities Purchase Agreement.

12. Preservation of Trademark Rights. Assignor shall have the duty, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor.

13. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, upon and after the occurrence of a Serious Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

15. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Securities Purchase Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Securities Purchase Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Wisconsin.

21. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

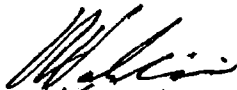
22. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

23. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SWEET ADDITIONS, INGREDIENT PROCESSORS,
LLC, a Wisconsin limited liability company

By: 
Name: Ken Vardivi
Title: Manager

C₃ CAPITAL PARTNERS II, L.P., a Delaware limited
partnership

By: C₃ Partners II, LLC
Its: General Partner

By: _____
Name: Steve Swartzman
Title: Manager

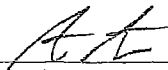
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SWEET ADDITIONS, INGREDIENT PROCESSORS,
LLC, a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

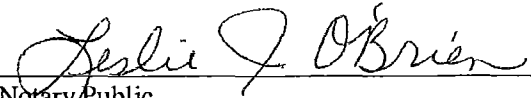
C₃ CAPITAL PARTNERS II, L.P., a Delaware limited
partnership

By: C₃ Partners II, LLC
Its: General Partner

By:  _____
Name: Steve Swartzman
Title: Manager

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

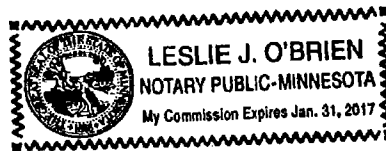
Before me, the undersigned, a Notary Public in and for the _____ and State aforesaid, on this 17th day of September, 2012, personally appeared Kenneth Valdivia to me known personally, and who, being by me duly sworn, deposes and says that he is the Manager of SWEET ADDITIONS, INGREDIENT PROCESSORS, LLC, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members and managers, and said individual acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

[SEAL]

My Commission Expires: January 31, 2017



STATE OF MISSOURI)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of _____, 2012, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of C₃ CAPITAL PARTNERS II, L.P., a Delaware limited partnership, and that said instrument was signed on behalf of said Lender by authority of its manager, and said individual acknowledged said instrument to be the free act and deed of said lender.

Notary Public

My commission expires: _____

STATE OF Missouri)
) SS
COUNTY OF Jackson)

Before me, the undersigned, a Notary Public in and for the _____ and State aforesaid, on this 14th day of September, 2012, personally appeared Steve Swartzman to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of SWEET ADDITIONS, INGREDIENT PROCESSORS, LLC, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members and managers, and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of September, 2012, personally appeared Steve Swartzman to me known personally, and who, being by me duly sworn, deposes and says that he is the manager of C3 CAPITAL PARTNERS II, L.P., a Delaware limited partnership, and that said instrument was signed on behalf of said Lender by authority of its manager, and said individual acknowledged said instrument to be the free act and deed of said lender.

Tiffany Capps

Notary Public

My commission expires: 1/20/2013



TIFFANY CAPPS
My Commission Expires
January 20, 2013
Jackson County
Commission #09733218

SCHEDULE A

<u>ID Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>
TAPI	2838108	May 4, 2004	IC 30: food additive for non-nutritional purposes for use as a flavoring, ingredient or filler, namely, maltodextrin.
RICE*COMPLETE	1764740	April 13, 1993	IC 30: hydrolyzed rice solids used as an ingredient to manufacture foods.
RICE*TRIN	1749525	January 26, 1993	IC 30: hydrolyzed rice solids, rice flour and rice starch used as an ingredient to manufacture foods.
RICE*PRO	1695498	June 16, 1992	IC 30: rice protein concentrate used as an ingredient to manufacture foods.

Corporate Name

- Sweet Additions, Ingredient Processors, LLC