

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSB ACQUISITION CO., INC.		05/21/2007	CORPORATION:
BOULDER SPECIALTY BRANDS, INC.		05/21/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 Market St.
Internal Address:	5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	78922587	YOU CAN ALMOST TASTE IOWA IN EVERY BITE
Serial Number:	78900440	SMART BALANCE OMEGA
Serial Number:	78888005	AGRAGRANDE
Serial Number:	78860185	SMART BALANCE OMEGA
Registration Number:	3138972	ENJOY TO YOUR HEART'S CONTENT
Serial Number:	78934143	HEARTSTAKES
Serial Number:	78717567	OMEGA BUTTER BALANCE
Registration Number:	3123451	NO-BURN
Serial Number:	78653747	ONE TASTY DOLLOP PACKS AN OMEGA-3 WALLOP
Registration Number:	3040858	CANOLA BALANCE
Serial Number:	78417462	BUTTER BALANCE
Registration Number:	2941879	BUTTERY BURST

CH \$1390.00 78922587

Registration Number:	2943251	PATENTED BLEND TO HELP BALANCE CHOLESTEROL
Serial Number:	78335601	CHOLESTEROL BALANCE
Serial Number:	78323269	HDL SMART!
Registration Number:	2862957	OMEGA 3 FROM THE SEA
Registration Number:	2958216	SMART BALANCE OMEGA
Registration Number:	3151479	OCEAN BALANCE
Registration Number:	3151478	OMEGA BALANCE
Registration Number:	2727374	MOVIE PALACE
Registration Number:	2952127	SMART BALANCE
Registration Number:	2586911	BALANCING YOUR FATS
Registration Number:	2678729	SOY GARDEN
Registration Number:	2237867	EARTH BALANCE
Registration Number:	2200663	SMART BALANCE
Registration Number:	2302961	SMART COW
Registration Number:	2182820	SMART OIL
Registration Number:	2276285	SMART BALANCE
Registration Number:	2290357	POWER OATS
Registration Number:	2045728	SMART SLICES
Registration Number:	2175327	SMARTER THAN BUTTER!
Registration Number:	1750812	DEDICATED TO HEART HEALTH
Registration Number:	2084664	SMART SQUEEZE
Registration Number:	1874017	THE ORIGINAL BREAD 'N BUTTER PICKLES
Registration Number:	1836307	SMART SPREAD
Registration Number:	1810146	SMART MAYO
Registration Number:	1933384	SMART SLICES
Registration Number:	1754419	SMART BEAT
Registration Number:	1668672	HEART BEAT
Registration Number:	1662599	HEART BEAT
Registration Number:	1550337	HEART BEAT
Registration Number:	1532238	HEARTBEAT
Registration Number:	1496034	H-O
Registration Number:	1296665	H-O
Registration Number:	1247220	TASTE THIS GOOD HAPPENS ONCE IN A PICKLE
Registration Number:	1275379	MRS. FANNING'S
Registration Number:	0808170	SPIN BLEND

Registration Number:	0531766	FANNING'S
Registration Number:	0436002	H-O
Registration Number:	0309722	NUCOA
Registration Number:	0217379	CREAM
Registration Number:	0059917	H-O
Registration Number:	0044779	NUCOA
Registration Number:	0023770	H-O
Serial Number:	77154180	SMART TOMATO

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Susan Reiss
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/562
NAME OF SUBMITTER:	Susan Reiss
Signature:	/SUSAN REISS/
Date:	11/01/2007

Total Attachments: 9
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 21, 2007, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BSB Acquisition Co., Inc., a Delaware corporation, has entered into a Second Lien Credit Agreement dated as of May 21, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Boulder Specialty Brands, Inc., a Delaware corporation, Bank of America, N.A., as Collateral Agent and as Administrative Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans, each Grantor has executed and delivered that certain Second Lien Security Agreement dated May 21, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or result in the voiding or cancellation of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing to the extent arising in favor of Grantor.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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. If any provision of this IP Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall control.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BSB ACQUISITION CO., INC.

By 

Name: Robert S. Gluck
Title: Vice President

Address for Notices:
6106 Sunrise Ranch Road
Longmont, CO 80503
Facsimile: (303) 665-0757

BOULDER SPECIALTY BRANDS, INC.

By 

Name: Stephen B. Hughes
Title: Chief Executive Officer

Address for Notices:
6106 Sunrise Ranch Road
Longmont, CO 80503
Facsimile: (303) 665-0757

SCHEDULE A

Patents

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Borrower	Process for the continuous production of high-internal-phase-ratio emulsions	US	5,147,134	07/724,699	July 2, 1991	September 15, 1992
	Method of oil well corrosion inhibition via emulsions and emulsions therefore	US	5,027,901	07/403,635	September 6, 1989	July 2, 1991
	Method of oil well corrosion inhibition via emulsions and emulsions therefore	CA	2,019,516		June 21, 1990	
	Oxidative stabilization of omega-3 fatty acids in low linoleic acid-containing peanut butter	US		10/834,518	4/29/2004	
	Oxidative stabilization of omega-3 fatty acids in low linoleic acid-containing peanut butter	WO		PCT/US2005/14563	4/27/2005	
	Oxidative stabilization of omega-3 fatty acids in low linoleic acid-containing peanut butter	AU			4/27/2005	
	Oxidative stabilization of omega-3 fatty acids in low linoleic acid-containing peanut butter	CA		2,563,791	4/27/2005	
	Oxidative stabilization of omega-3 fatty acids in low linoleic acid-containing peanut butter	EP			4/27/2005	

SCHEDULE B

Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Borrower	Mark	US	YOU CAN ALMOST TASTE IOWA IN EVERY BITE		78/922,587	July 5, 2006	
	Mark	US	SMART BALANCE OMEGA		78/900,440	June 5, 2006	
	Mark	US	AGRAGRANDE		78/888,005	May 19, 2006	
	Mark	US	SMART BALANCE OMEGA		78/860,185	April 12, 2006	
	Mark	US	ENJOY TO YOUR HEART'S CONTENT	3,138,972	78/725,465	October 3, 2005	September 6, 2006
	Mark	US	HEARTSTAKES		78/934,143	July 20, 2006	
	Mark	US	OMEGA BUTTER BALANCE		78/717,567	September 21, 2005	
	Mark	US	NO-BURN	3,123,451	78/688,892	August 9, 2005	August 1, 2006
	Mark	US	ONE TASTY DOLLOP PACKS AND OMEGA-3 WALLOP		78/653,747	June 19, 2005	
	Mark	US	CANOLA BALANCE	3,040,858	78/501,422	October 18, 2004	January 10, 2006
	Mark	US	BUTTER BALANCE		78/417,462	May 12, 2004	
	Mark	US	BUTTERY BURST	2,941,879	78/366,180	February 11, 2004	April 19, 2005
	Mark	US	PATENTED BLEND TO HELP BALANCE CHOLESTEROL	2,943,251	78/335,775	December 3, 2003	April 19, 2005
	Mark	US	CHOLESTEROL BALANCE		78/335,601	December 3, 2003	
	Mark	US	HDL SMART!		78/323,269	November 5, 2003	
	Mark	US	OMEGA 3 FROM THE SEA	2,862,957	78/315,678	October 20, 2003	July 13, 2004
	Mark	US	SMART BALANCE OMEGA	2,958,216	78/272,133	July 9, 2003	May 31, 2005
	Mark	US	OCEAN BALANCE	3,151,479	78/178,597	October 25, 2002	October 3, 2006
	Mark	US	OMEGA BALANCE	3,151,478	78/178,596	October 25, 2003	October 3, 2006

	Mark	US	MOVIE PALACE	2,727,374	78/165,053	September 17, 2002	June 17, 2003
	Mark	US	SMART TOMATO		78/154,180	April 11, 2007	
	Mark	US	SMART BALANCE	2,952,127	76/252,358	May 4, 2001	May 17, 2005
	Mark	US	BALANCING YOUR FATS	2,586,911	76/234,644	April 3, 2001	June 25, 2002
	Mark	US	SOY GARDEN	2,678,729	76/112,120	August 18, 2000	January 21, 2003
	Mark	US	EARTH BALANCE	2,237,867	75/978,107	Jun 26, 1996	April 6, 1999
	Mark	US	SMART BALANCE	2,200,663	75/977,525	July 1, 1996	October 27, 1998
	Mark	US	SMART COW	2,302,961	78/567,856	October 8, 1998	December 21, 1999
	Mark	US	SMART OIL	2,182,820	75/179,824	October 8, 1996	August 18, 1998
	Mark	US	SMART BALANCE	2,276,285	75/127,811	July 1, 1996	September 7, 1999
	Mark	US	POWER OATS	2,290,357	75/110,329	May 28, 1996	November 2, 1999
	Mark	US	SMART SLICES	2,045,728	75/047,855	January 24, 1996	March 18, 1997
	Mark	US	SMARTER THAN BUTTER!	2,175,327	75/026,237	November 30, 1995	July 21, 1998
	Mark	US	DEDICATED TO HEART HEALTH	1,750,812	74/800,892	May 2, 1990	February 2, 1993
	Mark	US	SMART SQUEEZE	2,084,664	74/727,963	September 12, 1995	July 29, 1997
	Mark	US	THE ORIGINAL BREAD AND BUTTER PICKLES	1,874,017	74/399,101	June 4, 1993	January 17, 1995
	Mark	US	SMART SPREAD	1,836,307	74/223,620	November 15, 1991	May 10, 1994
	Mark	US	SMART MAYO	1,810,146	74/222,639	November 15, 1991	December 7, 1993
	Mark	US	SMART SLICES	1,933,384	74/222,616	November 15, 1991	November 7, 1995
	Mark	US	SMART BEAT	1,754,419	74/173,035	June 4, 1991	February 23, 1993
	Mark	US	HEARTBEAT	1,668,672	74/147,728	March 14, 1991	December 17, 1991
	Mark	US	HEARTBEAT (and design)	1,662,599	73/780,084	February 10, 1989	October 29, 1991
	Mark	US	HEART BEAT	1,550,337	73/756,391	October 7, 1998	August 1, 1989
	Mark	US	HEARTBEAT	1,532,238	73/711,034	February 16, 1988	March 28, 1989
	Mark	US	H-O	1,496,034	73/680,555	August 24, 1987	July 12, 1988
	Mark	US	H-O (and design)	1,296,665	73/440,020	August 18, 1983	September 18, 1984

	Mark	US	TASTE THIS GOOD HAPPENS ONCE IN A PICKLE	1,247,220	73/345,918	January 18, 1982	August 2, 1983
	Mark	US	MRS. FANNING'S	1,275,379	73/340,979	December 10, 1981	April 24, 1984
	Mark	US	SPIN BLEND	808,170	72/210,653	January 26, 1965	May 10, 1966
	Mark	US	FANNING'S	531,766	71/579,528	May 26, 1949	October 10, 1950
	Mark	US	H-O	436,002	71/512,369	November 12, 1946	January 20, 1948
	Mark	US	NUCOA (stylized)	309,722	71/339,383	June 30, 1933	January 30, 1934
	Mark	US	CREAM	217,379	71/226,056	January 18, 1926	August 31, 1926
	Mark	US	H-O (stylized)	59,917	71/019,623	May 17, 1906	January 22, 1907
	Mark	US	NUCOA	44,779	71/000,706	April 7, 1905	July 25, 1905
	Mark	US	H-O	23,770	70/023,770	August 18, 1893	October 31, 1893
	Mark	Australia	EARTH BALANCE	1108589		April 11, 2006	December 7, 2006
	Mark	Australia	HEALTHY BALANCE	1108588		April 11, 2006	
	Mark	Canada	NUCOA	N.S.144/3 683			September 22, 1979
	Mark	Canada	SMART BALANCE	TMA 670634	1,185,460	July 23, 2003	August 21, 2006
	Mark	Canada	EARTH BLANCE	TMA 658,646	1,185,459	July 23, 2003	February 9, 2006
	Mark	European Communit y	SMART BALANCE	3902079	3902079	June 25, 2004	August 24, 2006
	Mark	Japan	HEALTHY BALANCE		2006-33298	April 12, 2006	
	Mark	Japan	EARTH BALANCE		2006-33297	April 12, 2006	
	Mark	Malaysia	SMART BALANCE		2003/04567	April 18, 2003	
	Mark	Malaysia	EARTH BALANCE		2003/04566	April 18, 2003	
	Mark	Singapore	SMART BALANCE	T03/0588 3G	T03/05883G	April 24, 2003	September 1, 2003
	Mark	Singapore	EARTH BALANCE	T03/0588 21	T03/058821	April 24, 2003	April 24, 2003
	Mark	United Arab Emirates	SMART BALANCE	56099	66471	January 12, 2005	November 27, 2005

SCHEDULE C

Copyrights

None.