

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
Northern Tier Bakery LLC		12/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1667755	SUPER CINN-A-MOM'S
Registration Number:	1341205	SUPERMOM'S
Registration Number:	1342994	SUPERMOM'S
Registration Number:	1346553	SUPERMOM'S
Registration Number:	1561511	SUPERMOM'S
Registration Number:	2968052	SUPERMOM'S
Registration Number:	2910266	SUPERMOMS.COM
Registration Number:	2312069	SUPERMOM'S RECIPE
Registration Number:	2264645	SUPER MOM'S RECIPE
Registration Number:	1763064	

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900178750

**TRADEMARK
 REEL: 004433 FRAME: 0587**

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Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	033910/0609
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/14/2010

Total Attachments: 7
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 1, 2010 is made by Northern Tier Bakery LLC, a Delaware limited liability company, located at 301 St. Paul Park Road, St. Paul Park, MN 55071 (the “Obligor”), in favor of Deutsche Bank Trust Company Americas, a New York banking corporation, with an address at 60 Wall Street, 27th Floor, New York, NY 10005, as Collateral Agent (the “Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture (the “Indenture”), dated as of December 1, 2010 among Northern Tier Energy LLC (“Holdings”), Northern Tier Finance Corporation, the other grantors and Deutsche Bank Trust Company Americas, as indenture trustee, Holdings and Northern Tier Finance Corporation have issued the 10.50% Senior Secured Notes due 2017;

WHEREAS, in connection with the Indenture, the Obligor, Holdings, certain other subsidiaries of Holdings and the Agent have executed and delivered a Pledge and Security Agreement, dated as of December 1, 2010 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Pledge and Security Agreement”) in order to induce the Holders to purchase the Notes and to secure the Secured Obligations, including with respect to any guarantee pursuant to Article X of the Indenture;

WHEREAS, pursuant to the Collateral Trust and Intercreditor Agreement (“Collateral Trust and Intercreditor Agreement”) dated as of December 1, 2010 among Holdings, certain other subsidiaries of Holdings, Deutsche Bank Trust Company Americas, as indenture trustee, J. Aron & Company, the Agent and certain other parties, the Agent has agreed to act as an agent on behalf of all Secured Parties with respect to the Collateral;

WHEREAS, pursuant to the Pledge and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes and to secure the Secured Obligations, the Obligor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture, the Collateral Trust and Intercreditor Agreement, and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Obligor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on

Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations. It is the intent of the parties that this Agreement grants a security interest in the Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Agent Entitled to Protections. The Agent shall be afforded in this Agreement all of the same rights, powers, immunities and indemnities of the Collateral Agent set forth in the Collateral Trust and Intercreditor Agreement, as if such rights, powers, immunities and indemnities were specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHERN TIER BAKERY LLC

By: 
Name: Mario E. Rodriguez
Title: Vice President, Finance

[Grant of Security Interest in Trademark Rights - Northern Tier Bakery LLC]

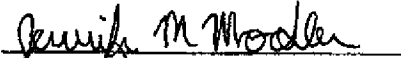
TRADEMARK
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ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York)
) ss
COUNTY OF New York)

On the 1 day of December, 2010, before me personally came Maria E. Rodriguez, who is personally known to me to be the Vice President, Finance of Northern Tier Bakery LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/~~he~~ is the Vice President, Finance in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Sole Member of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Jennifer M. Mockler
Notary Public, State of New York
No. 01M06234683
Qualified in Kings County
Certificate Filed in New York County
Commission Expires July 6, 2011


Notary Public

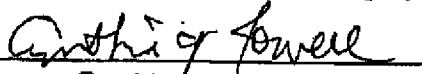
(PLACE STAMP AND SEAL ABOVE)

[Grant of Security Interest in Trademark Rights - Northern Tier Bakery LLC]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Deutsche Bank National Trust Company


Name: Cynthia J. Powell
Title: Vice President


Name: Kenneth R. Ring
Title: Vice President

[Grant of Security Interest in Trademark Rights - Northern Tier Bakery LLC]

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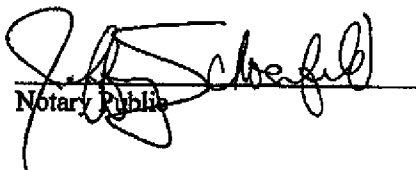
ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF)

COUNTY OF)

) ss

On the 1st day of December, 2010, before me personally came Cynthia J. Powell and Kenneth R. Ring, who are personally known to me to be each the Vice President of Deutsche Bank National Trust Company, for Deutsche Bank Trust Company Americas, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.


Notary Public



(PLACE STAMP AND SEAL ABOVE)
JEFFREY SCHOENFELD
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXP 08-17-2012

[Grant of Security Interest in Trademark Rights - Northern Tier Bakery LLC]

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Exhibit A

Mark	U.S. Registration Number
SUPER CINN-A-MOM'S	1,667,755
SUPERMOM'S	1,341,205
SUPERMOM'S	1,342,994
SUPERMOM'S	1,346,553
SUPERMOM'S	1,561,511
SUPERMOM'S	2,968,052
SUPERMOMS. COM	2,910,266
SUPERMOM'S RECIPE	2,312,069
	2,264,645
	1,763,064