

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:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

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.

900178974

**TRADEMARK
 REEL: 004434 FRAME: 0983**

OP \$265.00 1667755

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:	509265/1532
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/16/2010

Total Attachments: 7
source=NTBABLTSI#page1.tif
source=NTBABLTSI#page2.tif
source=NTBABLTSI#page3.tif
source=NTBABLTSI#page4.tif
source=NTBABLTSI#page5.tif
source=NTBABLTSI#page6.tif
source=NTBABLTSI#page7.tif

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 JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 1, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Northern Tier Energy LLC ("Holdings"), each other subsidiary of Holdings from time to time party hereto, the Lenders, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of Holdings have executed and delivered a Pledge and Security Agreement, dated as of December 1, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders 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 Lenders to extend credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 Credit 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 Lenders 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 Lenders 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 Lenders 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 Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement 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.

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
Date:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:
Date:

[Signature Page to IP Security Agreement – Northern Tier Bakery LLC]

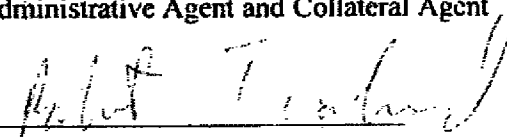
TRADEMARK
REEL: 004434 FRAME: 0987

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:
Title:
Date:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent and Collateral Agent

By: 
Name: **ROBERT TRABAND**
Title: **MANAGING DIRECTOR**
Date: **11/29/2006**

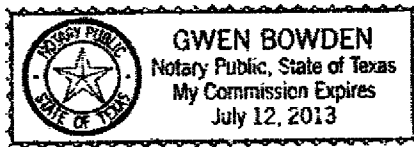
[Signature Page to IP Security Agreement – Northern Tier Bakery LLC]

TRADEMARK
REEL: 004434 FRAME: 0989

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) ss
COUNTY OF Harris)



On the 29th day of November, 2010, before me personally came Robert Truband, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the person in such association, the association 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Gwen Bowden
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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
SUPERMOM'S. COM	2,910,266
SUPERMOM'S RECIPE	2,312,069
	2,264,643
	1,763,064