

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
Dawn Foods, Inc.		06/29/2011	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 West W.T. Harris Boulevard
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	3649093	TRANS FAT 0 GRAMS TRANS FAT
Registration Number:	1343038	A
Registration Number:	3955877	ADORE
Registration Number:	1910284	BANNER
Registration Number:	1671283	BAKERS' ADVANTAGE
Registration Number:	3759508	BUT-R-CREME
Registration Number:	3655873	CELEBRATION
Registration Number:	1973622	COUNTRY GOLD
Registration Number:	3296126	COUNTRYSIDE
Registration Number:	3296124	COUNTRYSIDE
Registration Number:	1353136	CRATER CONE
Registration Number:	1185034	DANSK
Registration Number:	1682162	DAWN
Registration Number:	0951309	DAWN

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Registration Number:	1152589	DAWN
Registration Number:	0227939	DAWN
Registration Number:	3172908	DAWN CIRCLE OF EXCELLENCE PEOPLE · PRODUCTS · CUSTOMERS ·
Registration Number:	1169499	DAWN
Registration Number:	2549545	DAWN
Registration Number:	0822967	DAWN DONUTS
Registration Number:	3752706	DAWN FOODSERVICE
Registration Number:	2906075	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	2906011	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	0226173	DAWN DONUT
Registration Number:	1807809	DIP QUIK
Registration Number:	0550586	DRYSET
Registration Number:	0807322	EVERY SUNRISE EVERYWHERE
Registration Number:	1186973	FREEZER TESTED
Registration Number:	1397031	FROSTEEN
Registration Number:	3224905	FRUTTA ROYAL
Registration Number:	1686584	FUDGE ROYALE
Registration Number:	2090310	GOLDEN CHOICE
Registration Number:	3747915	GOURMET PASTRY
Registration Number:	2117900	HYDRA-STAR
Registration Number:	3098517	ICE & PACK
Registration Number:	0858042	INVINCIBLE
Registration Number:	1313701	LORD BENCHLEY'S
Registration Number:	1338241	MAJESTIC
Registration Number:	1983353	MALLO-RICH
Registration Number:	3648698	MI PANADERIA
Registration Number:	1699284	MOIST & MORE
Registration Number:	1698462	NUTRA RICH
Registration Number:	1481772	O.J.
Registration Number:	1202235	ORIGINATOR
Registration Number:	3652495	PASTRY TIME
Registration Number:	0942071	POPPIN WHEAT
Registration Number:	1979134	POUCH PAK
Registration Number:	0974735	POUCH-PAK

Registration Number:	1965138	R&H
Registration Number:	2017595	R&H
Registration Number:	1395951	R&H
Registration Number:	1974546	RICHBEST
Registration Number:	1408783	RICHBLEND
Registration Number:	1700703	RICHCREME
Registration Number:	1397814	RICHMIX
Registration Number:	1975565	RIGHT CHOICE
Registration Number:	3729442	ROYAL GOURMET
Registration Number:	1238987	SOFT-N-RICH
Registration Number:	1943691	SPEEDY
Registration Number:	1952385	SPEEDY CREME
Registration Number:	1958362	SUPERBLEND
Registration Number:	1098272	"THERE'S A DIFFERENCE"
Registration Number:	3413098	WE KNOW. WE CARE. WE CAN HELP.
Registration Number:	2420491	WASCO
Registration Number:	2389181	WASCO
Registration Number:	0986556	YOLAY

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1962679
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/29/2011

Total Attachments: 6
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TRADEMARK
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DAWN FOODS, INC., a Michigan corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and the other grantors party thereto have entered into a Collateral Agreement dated as of June 29, 2011 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Collateral Agreement") in favor of Wells Fargo Bank, National Association, in its capacity as Collateral Agent (in such capacity, "Secured Party") for the benefit of the Beneficiaries (as defined therein); and

WHEREAS, pursuant to the terms of the Collateral Agreement, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of

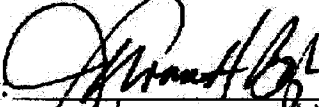
Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of June, 2011.

DAWN FOODS, INC.

By: 
Name: Jerome H. Baglien
Title: Secretary

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004571 FRAME: 0964

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

All of the following Trademarks are owned by Dawn Foods, Inc.:

TRADEMARK DESCRIPTION	REGISTRATION/ APPL. NUMBER
0 g. TRANS. FAT & Design	3,649,093
A	1,343,038
ADORE	3,955,877
BANNER	1,910,284
BAKER'S ADVANTAGE	1,671,283
BUT-R-CRÈME	3,759,508
CELEBRATION	3,655,873
COUNTRY GOLD	1,973,622
COUNTRYSIDE	3,296,126
COUNTRYSIDE & Design	3,296,124
CRATER CONE	1,353,136
DANSK	1,185,034
DAWN	1,682,162
DAWN	951,309
DAWN	1,152,589
DAWN	227,939
DAWN CIRCLE OF EXCELLENCE & Design	3,172,908
DAWN & Design	1,169,499
DAWN & Design	2,549,545

GRANT OF TRADEMARK SECURITY INTEREST - SCHEDULE A

**TRADEMARK
REEL: 004571 FRAME: 0965**

DAWN DONUTS [Design Only] (or 'Boy with Tray')	822,967
DAWN FOODSERVICE & Design	3,752,706
DAWN DISTRIBUTORS ADVANTAGE DDA DESIGN	2,906,075
DAWN DISTRIBUTORS ADVANTAGE	2,906,011
DAWN DONUT	226,173
DIP QUIK	1,807,809
DRYSET	550,586
EVERY SUNRISE EVERYWHERE	807,322
FREEZER TESTED	1,186,973
FROSTEEN	1,397,031
FRUTTA ROYAL	3,224,905
FUDGE ROYALE	1,686,584
GOLDEN CHOICE	2,090,310
GOURMET PASTRY	3,747,915
HYDRA-STAR	2,117,900
ICE & PACK	3,098,517
INVINCIBLE	858,042
LORD BENCHLEY'S	1,313,701
MAJESTIC	1,338,241
MALLO-RICH	1,983,353
MI PANADERIA	3,648,698
MOIST & MORE	1,699,284
NUTRA RICH	1,698,462
O.J.	1,481,772
ORIGINATOR	1,202,235
PASTRY TIME	3,652,495
POPPIN WHEAT	942,071

GRANT OF TRADEMARK SECURITY INTEREST - SCHEDULE A

TRADEMARK
REEL: 004571 FRAME: 0966

POUCH PAK	1,979,134
POUCH-PAK	974,735
R & H (Stylized)	1,965,138
R & H	2,017,595
R & H	1,395,951
RICHBEST	1,974,546
RICHBLEND	1,408,783
RICHCREME	1,700,703
RICHMIX	1,397,814
RIGHT CHOICE	1,975,565
ROYAL GOURMET	3,729,442
SOFT-N-RICH	1,238,987
SPEEDY	1,943,691
SPEEDY CRÈME	1,952,385
SUPERBLEND	1,958,362
THERE'S A DIFFERENCE	1,098,272
WE KNOW. WE CARE. WE CAN HELP.	3,413,098
WASCO	2,420,491
WASCO & Design	2,389,181
YOLAY	986,556

GRANT OF TRADEMARK SECURITY INTEREST - SCHEDULE A