

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.		06/29/2012	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	150 South Wacker Drive, Suite 2200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	3955877	ADORE
Registration Number:	3224905	FRUTTA ROYAL
Registration Number:	3413098	WE KNOW. WE CARE. WE CAN HELP.
Registration Number:	3649093	TRANS FAT 0 GRAMS TRANS FAT
Registration Number:	2925039	RICHARDSON & HOLLAND
Serial Number:	77703432	SWEET BAKING. SMART THINKING.
Registration Number:	4045959	MI PANADERIA
Registration Number:	3655873	CELEBRATION
Registration Number:	3759508	BUT-R-CREME
Registration Number:	3747915	GOURMET PASTRY
Registration Number:	3648698	MI PANADERIA
Registration Number:	3729442	ROYAL GOURMET
Registration Number:	3652495	PASTRY TIME
Registration Number:	4067406	SWEET GOODNESS

OP \$1765.00 3955877

Registration Number:	3752706	DAWN FOODSERVICE
Registration Number:	2549545	DAWN
Registration Number:	3296126	COUNTRYSIDE
Registration Number:	3296124	COUNTRYSIDE
Registration Number:	3172908	DAWN CIRCLE OF EXCELLENCE PEOPLE · PRODUCTS · CUSTOMERS ·
Registration Number:	2906075	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	2906011	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	3098517	ICE & PACK
Registration Number:	2420491	WASCO
Registration Number:	2389181	WASCO
Registration Number:	2117900	HYDRA-STAR
Registration Number:	2017595	R&H
Registration Number:	1682162	DAWN
Registration Number:	1965138	R&H
Registration Number:	1943691	SPEEDY
Registration Number:	1910284	BANNER
Registration Number:	1973622	COUNTRY GOLD
Registration Number:	1983353	MALLO-RICH
Registration Number:	1952385	SPEEDY CREME
Registration Number:	1974546	RICHBEST
Registration Number:	1958362	SUPERBLEND
Registration Number:	2090310	GOLDEN CHOICE
Registration Number:	1979134	POUCH PAK
Registration Number:	1807809	DIP QUIK
Registration Number:	1975565	RIGHT CHOICE
Registration Number:	1699284	MOIST & MORE
Registration Number:	1671283	BAKERS' ADVANTAGE
Registration Number:	1700703	RICHCREME
Registration Number:	1698462	NUTRA RICH
Registration Number:	1686584	FUDGE ROYALE
Registration Number:	1593235	HEALTHY HARVEST
Registration Number:	1481772	O.J.
Registration Number:	1397031	FROSTEEN
Registration Number:	1395951	R&H

Registration Number:	1408783	RICHBLEND
Registration Number:	1353136	CRATER CONE
Registration Number:	1338241	MAJESTIC
Registration Number:	1343038	A
Registration Number:	1397814	RICHMIX
Registration Number:	1313701	LORD BENCHLEY'S
Registration Number:	1238987	SOFT-N-RICH
Registration Number:	1202235	ORIGINATOR
Registration Number:	1169499	DAWN
Registration Number:	1185034	DANSK
Registration Number:	1152589	DAWN
Registration Number:	1186973	FREEZER TESTED
Registration Number:	1098272	"THERE'S A DIFFERENCE"
Registration Number:	0986556	YOLAY
Registration Number:	0951309	DAWN
Registration Number:	0942071	POPPIN WHEAT
Registration Number:	0858042	INVINCIBLE
Registration Number:	0807322	EVERY SUNRISE EVERYWHERE
Registration Number:	0822967	DAWN DONUTS
Registration Number:	0227939	DAWN
Registration Number:	0226173	DAWN DONUT
Registration Number:	0974735	POUCH-PAK

**CORRESPONDENCE DATA**

Fax Number: 3128637806  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergekohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.311
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/

07/06/2012

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of June, 2012, by and among DAWN FOODS, INC., a Michigan corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 29, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Dawn Foods, Inc., a Michigan corporation, as parent ("Parent"), Dawn Food Products, Inc., a Michigan corporation, as US borrower ("US Borrower"), Dawn Food Products (Canada), LTD., a corporation incorporated under the federal laws of Canada, as Canadian borrower ("Canadian Borrower"), Dawn Foods Limited, a limited company incorporated in England and Wales with company number 02317948, as UK borrower ("UK Borrower"), Dawn Foods International, BV, a a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) as Dutch borrower ("Dutch Borrower", and together with US Borrower, Canadian Borrower and UK Borrower, collectively, the "Borrowers" and each individually a "Borrower"), the lenders party thereto as "Lenders", Agent, and such lead arrangers, book runners and other titled agents as may from time to time be parties thereto, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 29, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security

Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, and (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter, as set forth in the Guaranty and Security Agreement.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall notify Agent of any such new trademarks as required by the Guaranty and Security Agreement. Without limiting Grantors' obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the

Commitments, the Security Interest granted hereby shall terminate and all rights to the Copyright Collateral shall revert to Grantors or any other Person entitled thereto.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Copyright Security Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

8. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**DAWN FOODS, INC.**, a Michigan corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

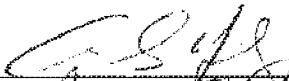
**DAWN FOODS, INC.,** a Michigan corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,** a national banking association

By:   
Name: Andrew B. Young  
Title: Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ADORE	78728133	Registered	3955877	05/03/11	Dawn Foods, Inc.
FRUITA ROYAL	78887436	Registered	3224905	04/03/07	Dawn Foods, Inc.
WE KNOW, WE CARE, WE CAN HELP.	78812419	Registered	3413098	04/15/08	Dawn Foods, Inc.
TRANS FAT 0 GRAMS TRANS FAT	78791207	Registered	3649093	06/30/09	Dawn Foods, Inc.
RICHARDSON & HOLLAND	78282707	Registered	2925039	02/08/05	Dawn Foods, Inc.
SWEET BAKING, SMART THINKING.	77703432	Pending -- application filed 03/31/09	NA	NA	Dawn Foods, Inc.
MIPANADERIA	77865205	Registered	4045959	10/25/11	Dawn Foods, Inc.
CELEBRATION	77977287	Registered	3655873	07/14/09	Dawn Foods, Inc.
BUT-R-CREME	77566700	Registered	3759508	03/09/10	Dawn Foods, Inc.
GOURMET PASTRY	77554984	Registered	3747915	02/09/10	Dawn Foods, Inc.
MIPANADERIA	77546777	Registered	3648698	06/30/09	Dawn Foods, Inc.
ROYAL GOURMET	77546769	Registered	3729442	12/22/09	Dawn Foods, Inc.
PASTRY TIME	77546301	Registered	3652495	07/07/09	Dawn Foods, Inc.
SWEET GOODNESS	77384366	Registered	4067406	12/06/11	Dawn Foods, Inc.
DAWN FOODSERVICE	77216479	Registered	3752706	02/23/10	Dawn Foods, Inc.
DAWN	76149495	Registered	2549545	03/19/02	Dawn Foods, Inc.
COUNTRYSIDE	76666304	Registered	3296126	09/25/07	Dawn Foods, Inc.
COUNTRYSIDE	76666217	Registered	3296124	09/25/07	Dawn Foods, Inc.
DAWNCIRCLE OF EXCELLENCE PEOPLE, PRODUCTS, CUSTOMERS.	76639326	Registered	3172908	11/21/06	Dawn Foods, Inc.
DDA DAWN DISTRIBUTORS	76563755	Registered	2906075	11/30/04	Dawn Foods, Inc.
ADVANTAGE	76559300	Registered	2906011	11/30/04	Dawn Foods, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ADVANTAGE					
ICE & PACK	76542484	Registered	3098517	05/30/06	Dawn Foods, Inc.
WASCO	75564542	Registered	2420491	01/16/01	Dawn Foods, Inc.
WASCO	75564540	Registered	2389181	09/26/00	Dawn Foods, Inc.
HYDRA-STAR	75202392	Registered	2117900	12/02/97	Dawn Foods, Inc.
R&H	75025736	Registered	2017595	11/19/96	Dawn Foods, Inc.
DAWN	74155747	Registered	1682162	04/07/92	Dawn Foods, Inc.
R&H	74578969	Registered	1965138	04/02/96	Dawn Foods, Inc.
SPEEDY	74556926	Registered	1943691	12/26/95	Dawn Foods, Inc.
BANNER	74537601	Registered	1910284	08/08/95	Dawn Foods, Inc.
COUNTRY GOLD	74536211	Registered	1973622	05/14/96	Dawn Foods, Inc.
MALLO-RICH	74536100	Registered	1983353	07/02/96	Dawn Foods, Inc.
SPEEDY CREME	74536098	Registered	1952385	01/30/96	Dawn Foods, Inc.
RICHBEST	74536095	Registered	1974546	05/21/96	Dawn Foods, Inc.
SUPERBLEND	74536094	Registered	1958362	02/27/96	Dawn Foods, Inc.
GOLDEN CHOICE	74532964	Registered	2090310	08/26/97	Dawn Foods, Inc.
POUCH PAK	74482364	Registered	1979134	06/11/96	Dawn Foods, Inc.
DIP QUIK	74368645	Registered	1807809	11/30/93	Dawn Foods, Inc.
RIGHT CHOICE	74318177	Registered	1975565	05/28/96	Dawn Foods, Inc.
MOIST & MORE	74185691	Registered	1699284	07/07/92	Dawn Foods, Inc.
BAKERS' ADVANTAGE	74150760	Registered	1671283	01/07/92	Dawn Foods, Inc.
RICHCREME	74098846	Registered	1700703	07/14/92	Dawn Foods, Inc.
NUTRARICH	74015194	Registered	1698462	06/30/92	Dawn Foods, Inc.
FUDGE ROYALE	73738218	Registered	1686584	05/12/92	Dawn Foods, Inc.
HEALTHY HARVEST	73779117	Registered	1593235	04/24/90	Dawn Foods, Inc.
O.J.	73658285	Registered	1481772	03/22/88	Dawn Foods, Inc.
FROSTEEN	73550669	Registered	1397031	06/10/86	Dawn Foods, Inc.
R&H	73550476	Registered	1395951	06/03/86	Dawn Foods, Inc.
RICHBLEND	73550475	Registered	1408783	09/09/86	Dawn Foods, Inc.
CRATER CONE	73495944	Registered	1353136	08/06/85	Dawn Foods, Inc.
MAJESTIC	73472421	Registered	1338241	05/28/85	Dawn Foods, Inc.
A	73471621	Registered	1343038	06/18/85	Dawn Foods, Inc.
RICHMIX	73452719	Registered	1397814	06/17/85	Dawn Foods, Inc.
LORD BENCHLEYS	73430454	Registered	1313701	01/08/85	Dawn Foods, Inc.
SOFT-N-RICH	73333725	Registered	1238987	05/17/83	Dawn Foods, Inc.
ORGINATOR	73306975	Registered	1202235	07/20/82	Dawn Foods, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
DAWN	73253033	Registered	1169499	09/15/81	Dawn Foods, Inc.
DANSK	73233544	Registered	1185034	01/05/82	Dawn Foods, Inc.
DAWN	73217475	Registered	1152589	04/28/81	Dawn Foods, Inc.
FREEZER TESTER	73204691	Registered	1186973	01/19/82	Dawn Foods, Inc.
"THERE'S A DIFFERENCE"	73127614	Registered	1098272	08/01/78	Dawn Foods, Inc.
YOLAY	72457091	Registered	0986556	06/18/74	Dawn Foods, Inc.
DAWN	72417730	Registered	0951309	01/23/73	Dawn Foods, Inc.
POPPIN WHEAT	72386718	Registered	0942071	08/29/72	Dawn Foods, Inc.
INVINCIBLE	72290930	Registered	0858042	10/01/68	Dawn Foods, Inc.
EVERY SUNRISE	72178596	Registered	0807322	04/19/66	Dawn Foods, Inc.
EVERYWHERE					
DAWN DONUTS	72178594	Registered	0822967	01/24/67	Dawn Foods, Inc.
DAWN	71233482	Registered	0227939	05/17/27	Dawn Foods, Inc.
DAWN DONUT	71233481	Registered	0226173	04/05/27	Dawn Foods, Inc.
POUCH-PAK	72420248	Registered	0974735	12/11/73	Dawn Foods, Inc.