

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
Gonnella Baking Co.		05/31/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1855894	GONNELLA
Registration Number:	2198644	WE BAKE TO DIFFER
Registration Number:	3856135	GOLD CUP
Registration Number:	4062940	GONNELLA SINCE 1886 WE BAKE TO DIFFER
Registration Number:	4076502	GONNELLA SINCE 1886

CORRESPONDENCE DATA

Fax Number: 3128035299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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

CH \$140.00 1855894

ATTORNEY DOCKET NUMBER:	4111035
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/03/2013
Total Attachments: 4 source=3391775#page1.tif source=3391775#page2.tif source=3391775#page3.tif source=3391775#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2013, GONNELLA BAKING CO., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1117 East Wiley Road, Schaumburg, IL 60173, pursuant to the Security Agreement (as defined below), grants to BMO HARRIS BANK N.A., with its mailing address at 111 W. Monroe, Chicago, IL 60603 ("*BMO*"), a Lien on and continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, such affiliates and BMO, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"; all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to BMO of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of BMO on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of BMO with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GONNELLA BAKING CO.

By Nicholas G. Marcucci
Name NICHOLAS G. MARCUCCI
Title PRESIDENT

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name _____
Title _____

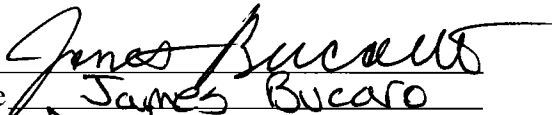
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GONNELLA BAKING CO.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By 
Name James Bucaro
Title Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

DEBTOR	SERIAL NO.	REG. NO.	MARK	REGISTRATION DATE
Gonnella Baking Co.	74422322	1855894	Gonnella	Sept. 27, 1994
Gonnella Baking Co.	75404793	2198644	We Bake to Differ	Oct. 20, 1998
Gonnella Baking Co.	77928955	3856135	Gold Cup	Oct. 5, 2010
Gonnella Baking Co.	85297966	4062940	Gonnella Since 1886 We Bake to Differ	Nov. 29, 2011
Gonnella Baking Co.	85297971	4076502	Gonnella Since 1886	Dec. 27, 2011

TRADEMARK APPLICATIONS

None.