

3/14/04



Tab settings

To the Honorable Commissioner o

102685009

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Lincoln Snacks Company

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

February 27, 2004

Execution Date:

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as  
Administrative Agent

Internal Address:

Street Address : 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other a national banking association

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark

A. Trademark Application No.(s)  
78198668

B. Trademark Registration  
727081 2645142 2371740 2507235 866538  
2747360 2747359 2137970 687644 760408  
923936 2236426

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

6. Total number of applications and registrations

13

7. Total fee (37 CFR) \$ 340.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

City: Stat: ZIF:

03/05/2004 LMUELLER 00000021 78198668

01 FC:8521 40.00 DP  
02 FC:8522 300.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Ramstrom  
Name of Person

*Rebecca L. Ramstrom*  
Signature

03/01/04

Date

11

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 27, 2004, by LINCOLN SNACKS COMPANY, a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure, among other things, the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith, except any such trademark license that, to the extent and so for long as, by its terms, restricts the granting of a security interest; and

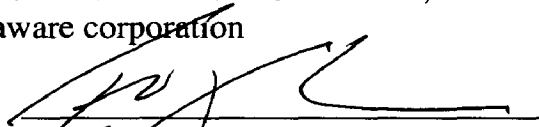
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

*Remainder of Page Intentionally Left Blank  
- Signature Page Follows -*

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**LINCOLN SNACKS COMPANY,**  
a Delaware corporation

By:   
Name: Timothy Healy  
Title: President - CEO

ACKNOWLEDGED:

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Administrative Agent

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

*Signature Page to Trademark  
Security Agreement*

**TRADEMARK**  
**REEL: 002920 FRAME: 0828**

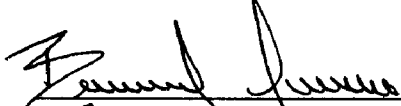
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**LINCOLN SNACKS COMPANY,**  
a Delaware corporation

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

**ACKNOWLEDGED:**

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Bernardo Lagayo  
Title: First Vice President

*Signature Page to Trademark  
Security Agreement*

**TRADEMARK  
REEL: 002920 FRAME: 0829**

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country Name</b>
Lincoln Snacks Company	FIDDLE FADDLE	TMA124364	10-Nov-1961	Canada
Lincoln Snacks Company	FIDDLE FADDLE	750593	14-Jun-1995	China
Lincoln Snacks Company	FIDDLE FADDLE	VR 1970 03648	27-Nov-1970	Denmark
Lincoln Snacks Company	FIDDLE FADDLE	000380519	19-Nov-1999	European Community
Lincoln Snacks Company	FIDDLE FADDLE	115167	17-Oct-1995	Greece
Lincoln Snacks Company	FIDDLE FADDLE	4627/1994	27-Aug-1992	Hong Kong
Lincoln Snacks Company	FIDDLE FADDLE	R367198	17-Jun-1996	International Registration
Lincoln Snacks Company	FIDDLE FADDLE	94985	27-Jul-1987	Ireland
Lincoln Snacks Company	FIDDLE FADDLE	2576611	30-Sep-1995	Japan
Lincoln Snacks Company	FIDDLE FADDLE	504424	20-Sep-1995	Mexico
Lincoln Snacks Company	FIDDLE FADDLE	25117	27-Sep-1983	Puerto Rico
Lincoln Snacks Company	FIDDLE FADDLE	T92/065381	26-Aug-1992	Singapore
Lincoln	FIDDLE FADDLE	346586	15-May-1986	Switzerland

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country Name</b>
Snacks Company				
Lincoln Snacks Company	FIDDLE FADDLE	572805	16-Oct-1992	Taiwan
Lincoln Snacks Company	FIDDLE FADDLE	2104385	04-Jul-1996	United Kingdom
Lincoln Snacks Company	FIDDLE FADDLE	727081	30-Jan-1962	United States of America
Lincoln Snacks Company	FIDDLE FADDLE AND DESIGN	07993	04-Aug-2000	Hong Kong
Lincoln Snacks Company	FIDDLE FADDLE AND DESIGN	4500684	24-Aug-2001	Japan
Lincoln Snacks Company	FIDDLE FADDLE AND DESIGN	2645142	05-Nov-2002	United States of America
Lincoln Snacks Company	FIDDLE FADDLE SUPREME	2371740	25-Jul-2000	United States of America
Lincoln Snacks Company	GRAB A HANDFUL OF FUN	2507235	13-Nov-2001	United States of America
Lincoln Snacks Company	IROQUOIS	866538	11-Mar-1969	United States of America
Lincoln Snacks Company	IT'S THE NUTTIEST!	2747360	05-Aug-2003	United States of America
Lincoln Snacks Company	JUST THE NUTS	2747359	05-Aug-2003	United States of America
Lincoln Snacks Company	JUST THE NUTS!	510360	14-Mar-2003	Switzerland
Lincoln Snacks Company	LINCOLN SNACKS COMPANY	1302373	21-Mar-1994	Nebraska
Lincoln Snacks Company	POPLIKOSH	2137970	17-Feb-1998	United States of America

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country Name</b>
Lincoln Snacks Company	POPPYCOCK	TMA114565	03-Jul-1959	Canada
Lincoln Snacks Company	POPPYCOCK	30201518	21-May-2002	Germany
Lincoln Snacks Company	POPPYCOCK	30142668	31-Oct-2003	Germany
Lincoln Snacks Company	POPPYCOCK	4626/1994	27-Aug-2002	Hong Kong
Lincoln Snacks Company	POPPYCOCK	R323642	17-Jun-1966	International Registration
Lincoln Snacks Company	POPPYCOCK	92866	27-Jul-1978	Ireland
Lincoln Snacks Company	POPPYCOCK	2576612	30-Sep-1993	Japan
Lincoln Snacks Company	POPPYCOCK	25116	27-Sep-1993	Puerto Rico
Lincoln Snacks Company	POPPYCOCK	1363/90	21-Feb-1997	Singapore
Lincoln Snacks Company	POPPYCOCK	572806	16-Oct-1992	Taiwan
Lincoln Snacks Company	POPPYCOCK	1530338	19-Mar-1993	United Kingdom
Lincoln Snacks Company	POPPYCOCK	687644	03-Nov-1959	United States of America
Lincoln Snacks Company	POPPYCOCK AND DESIGN	818403934	19-Sep-2000	Brazil
Lincoln Snacks Company	POPPYCOCK AND DESIGN	750595	05-Oct-1993	China



Lincoln Snacks Company	POPPYCOCK AND DESIGN	115168	20-Jul-1993	Greece
Lincoln Snacks Company	POPPYCOCK AND DESIGN	461880	29-Jul-1993	Mexico
Lincoln Snacks Company	POPPYCOCK AND DESIGN	346587	15-May-1986	Switzerland
Lincoln Snacks Company	POPPYCOCK AND DESIGN	760408	19-Nov-1963	United States of America
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	TMA169591	05-Jun-1970	Canada
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	750594	14-Jun-1995	China
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	115169	17-Oct-1995	Greece
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	6093/1994	27-Aug-1999	Hong Kong
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	R375162		International Registration
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	101901	27-Jul-1978	Ireland
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	2576613	30-Sep-1993	Japan
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	486771	06-Apr-1995	Mexico
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	25115	27-Sep-1983	Puerto Rico
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	384355	30-Aug-1990	Switzerland
Lincoln Snacks Company	SCREAMING YELLOW ZONKERS	624074	16-Dec-1993	Taiwan
Lincoln	SCREAMING	923936	16-Nov-1971	United States of

Snacks Company	YELLOW ZONKERS			America
Lincoln Snacks Company	THE GREAT TASTING POPCORN SNACK FROM AMERICA! AND DESIGN	2236426	06-Apr-1999	United States of America

### Trademark Applications

Grantor	Trademark	Application Number	Application Date	Country Name
Lincoln Snacks Company	FIDDLE FADDLE AND DESIGN	1070489	10-Aug-2000	Canada
Lincoln Snacks Company	JUST THE NUTS!	1171107	19-Mar-2003	Canada
Lincoln Snacks Company	JUST THE NUTS!	3114824	20-Mar-2003	European Community
Lincoln Snacks Company	JUST THE NUTS!	200304036	20-Mar-2003	Hong Kong
Lincoln Snacks Company	JUST THE NUTS!	2003-22272	20-Mar-2003	Japan
Lincoln Snacks Company	JUST THE NUTS!	593459	20-Mar-2003	Mexico
Lincoln Snacks Company	JUST THE NUTS!	T03/03566G	20-Mar-2003	Singapore
Lincoln Snacks Company	JUST THE NUTS!	092013406	19-Mar-2003	Taiwan
Lincoln Snacks Company	LINCOLN SNACKS AND DESIGN	78198668	30-Dec-2002	United States of America
Lincoln Snacks Company	POPPYCOCK	02015155	31-Oct-2002	Honduras

Lincoln Snacks Company	POPPYCOCK	02015675	05-Nov-2002	Honduras
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**License Agreements**

1. Agreement, dated July 11, 1997, between the Company and Planters Company, a unit of Nabisco, Inc.; Amendment No.1 between Nabisco Brands Company and the Company, dated January 1, 2000; Amendment No.2 to Agreement between Kraft Foods North America, Inc. (successor in interest to Nabisco, Inc.) and the Company, dated December 28, 2001; Amendment No.3 to Agreement Kraft Foods Holdings, Inc. and the Company, dated October 1, 2003.
2. Trademark Use Authorization between Hershey Foods Corporation and the Company.
3. Agreement, dated March 31, 2003, between VNU, Inc. and the Company; Service Schedule Number ACNUS-1, dated April 9, 2003; Service Schedule Number ACNUS-2, dated April 9, 2003.
4. The Company licenses certain software from Catalina Marketing pursuant to Marketing Manufacturer Performance Agreement between the Company and Catalina Marketing, dated July 30, 2003.
5. The Company has a license to the MacPac accounting software.
6. The Company has a license to use Wal-Mart's RETAIL LINK™ computer applications to access certain retail data from Wal-Mart pursuant to the RETAIL LINK™ Agreement dated February 6, 1998.
7. The Company has a license to use certain proprietary computer applications of Target pursuant to the Target Partners Online program.
8. The Company has a license to use certain proprietary computer applications of Kmart pursuant to the Kmart Workbench program