

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
iSnack, Inc.		06/10/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	AmSouth Bank, as Agent
Street Address:	599 Lexington Avenue, 45th Floor
Internal Address:	c/o AmSouth Capital Corp.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Banking Institution:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78044379	CYBER CHIPS
Serial Number:	78043975	TORTILLA BYTES
Serial Number:	78043983	UPGRADE YOUR HEALTH!
Serial Number:	78427444	THE HEALTHY NATURAL SNACK
Serial Number:	78418437	HEART CRISPS
Serial Number:	78419094	FINKY SOY POTATO CHIPS
Serial Number:	78419178	I SNACK "YOUR SOURCE FOR HEALTHY SNACKS"
Serial Number:	78420398	SOYTITOS
Serial Number:	78418457	TORTITOS
Serial Number:	78418448	NET1CARB
Serial Number:	78426674	SOY KRUNCH

CORRESPONDENCE DATA

CH \$290.00 78044379

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NAME OF SUBMITTER:	Johanne R. Remy
Signature:	/s/ Johanne R. Remy
Date:	06/20/2005

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, ISNACK, INC. (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the Trademarks in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement-Trademarks, Patents and Copyrights dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

Notwithstanding the foregoing provisions of this paragraph, such grant of a security interest shall not extend to, and the term "Collateral" shall not include, any contract rights and other general intangibles to which the Assignor is a party or any of its rights or interests thereunder, to the extent that such contract rights and other general intangibles are not assignable or capable of being encumbered under the terms thereof.

WHEREAS, when the Secured Obligations (other than contingent and indemnification) have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired (or have been cash collateralized or backed up by letters of credit pursuant to Section 2.4(j) of the Loan and Security Agreement), this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge termination of this Assignment for Security and will release the Trademarks from the security interest created hereby and under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Assignee's address is c/o AmSouth Capital Corp., 599 Lexington Avenue, New York, New York 10022.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 10th day of June, 2005.

ISNACK, INC.

By: 
Name: Zeke Alenick
Title: President

Assignment for Security (Trademarks) Signature Page

TRADEMARK
REEL: 003107 FRAME: 0611

SCHEDULE 1 TO GRANT OF SECURITY

TRADEMARKS

Trademarks - Registered

<u>Trademark</u>	<u>Serial Date</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CYBER CHIPS	01/22/01	78044379	05/07/02	2567549
TORTILLA BYTES	01/19/01	78043975	07/30/02	2602950
UPGRADE YOUR HEALTH!	01/19/01	78043983	09/03/02	2615421

Trademarks - Applications

<u>Trademark</u>	<u>Serial Date</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
THE HEALTHY NATURAL SNACK	05/30/04	78427444		
HEART CRISPS	05/13/04	78418437		
FINKY SOY POTATO CHIPS	05/14/04	78419094		
I SNACK "YOUR SOURCE FOR HEALTHY SNACKS"	05/14/04	78419178		
SOYTITOS	05/18/04	78420398		
TORITITOS	05/13/04	78418457		
NETICARB	05/13/04	78418448		
SOY KRUNCH	05/28/04	78426674		