

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment for Security		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ideal Snacks Corporation		06/10/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AmSouth Bank, as Agent		
<b>Street Address:</b>	599 Lexington Avenue, 45th Floor		
<b>Internal Address:</b>	c/o AmSouth Capital Corp.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Banking Institution:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78035295	ISNACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6506		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-836-7091		
<b>Email:</b>	lbernstein@kayescholer.com		
<b>Correspondent Name:</b>	Lauren M. Bernstein, Esq.		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	c/o Kaye Scholer, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Johanne R. Remy		
<b>Signature:</b>	/s/ Johanne R. Remy		
<b>Date:</b>	06/20/2005		

CH \$40.00 78035295

**Total Attachments: 4**

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, IDEAL SNACKS CORPORATION (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 10<sup>th</sup> day of June, 2005.

IDEAL SNACKS CORPORATION

By:   
Name: Zeke Alenick  
Title: President

Assignment for Security (Trademarks) Signature Page

TRADEMARK  
REEL: 003107 FRAME: 0630

SCHEDULE 1 TO GRANT OF SECURITY

TRADEMARKS

**Trademark - Registered**

<u>Trademark</u>	<u>Serial Date</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
I SNACK	11/14/00	78035295	06/11/02	2580398