

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Select Snacks, Inc		06/19/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Business Credit, LLC		
<b>Street Address:</b>	135 South LaSalle Street		
<b>Internal Address:</b>	Suite 425		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2990705	FRESH CRISP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)840-7884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 840-7860		
<b>Email:</b>	mmurphy@jenner.com		
<b>Correspondent Name:</b>	Mariann R. Murphy		
<b>Address Line 1:</b>	One IBM Plaza		
<b>Address Line 2:</b>	Jenner & Block LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	42206-10189		
<b>NAME OF SUBMITTER:</b>	Mariann R. Murphy		
<b>Signature:</b>	/Mariann R. Murphy/		

CH \$40.00 2990705

Date:

06/20/2006

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”) dated as of June 19, 2006, is made by and between Select Snacks, Inc., a Delaware corporation (the “Grantor”), with its chief executive office at 10 South Wacker Drive, Suite 3450, Chicago, IL 60606, and LaSalle Business Credit, LLC, a Delaware limited liability company, as agent (in such capacity, the “Agent”) for itself and the financial institutions from time to time parties to the Loan Agreement referred to below (the “Lenders”).

## WITNESSETH:

WHEREAS, the Grantor entered into a certain Loan and Security Agreement dated as of June 19, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) with the Agent and the Lenders, pursuant to which (i) Agent and the Lenders agreed to make certain loans, advances and other financial accommodations to the Grantor and (ii) the Grantor has granted to Agent, for the benefit of the Agent, the Lenders and each issuer of any Letters of Credit, a security interest in substantially all assets of the Grantor including, without limitation, its trademarks and trademark applications;

WHEREAS, the Agent and the Lenders have required as a condition, among others, to the making of the loans and other financial accommodations to the Grantor in order to secure the prompt and complete payment, observance and performance of all of the Grantor’s obligations and liabilities hereunder, under the Loan Agreement and under all of the other instruments, documents and agreements executed by the Grantor and delivered to the Agent in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the “Liabilities”), that the Grantor enter into this Agreement;

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

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement, as applicable. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.
3. Grant and Reaffirmation of Grant of Security Interest in Trademarks. To secure the complete and timely payment performance and satisfaction of all of the Liabilities including all refinancings, renewals, extensions, modifications and substitutions therefor, the Grantor hereby grants to the Agent, for the benefit of the Agent, the Lenders and each issuer of any Letters of Credit, and hereby reaffirms its grant pursuant to the Loan Agreement of, a continuing security interest in, and a first mortgage, lien and security interest on, with power of sale to the extent permitted pursuant to Section 13 and Section 16 below and by applicable law, all of Grantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, including, without limitation, the United States registered trademarks, service marks and applications therefor listed on Schedule A attached hereto and made a part hereof, and (a) all renewals, extensions and continuations (in-whole or in-part) thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, service marks and applications, together with the items describe in clauses (a)-(d) in subsection (i) of this Section 3, being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(iii) rights in license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is a licensor or licensee under any such license agreements, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of Event of Default to use the foregoing in connection with the enforcement of the Agent and/or any of the Lenders rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses").

Notwithstanding the foregoing, the security interest granted herein and the terms "Collateral" and "Licenses" shall not include any specific rights under agreements to the extent, and only to the extent, that the grant of a security interest therein is prohibited under such agreement (but only to the extent such prohibition is enforceable at law); provided, that the security interest granted herein and the terms "Collateral" and "Licenses" shall include the right to receive payments and other Proceeds with respect to such rights under such agreements; provided, further, that immediately upon the lapse, ineffectiveness, waiver or termination of any such prohibition, the security interest granted herein and the terms "Collateral" and "Licenses" shall include, and Grantor shall be deemed to have granted a security interest in, all such rights under agreements as if such prohibition had never been in effect. At Agent's request, Grantor hereby covenants to use commercially reasonable efforts to obtain any consents or approvals to the grant of a security interest in favor of Agent in any such rights under agreements. Grantor further agrees that, after the Closing Date, Grantor shall not enter into any material License containing any such restriction on the grant of a security interest therein without the prior written consent of Agent (which consent shall not be unreasonably withheld); provided, that no consent from Agent shall be required with respect to agreements for the use of commercially available, off-the-shelf software.

4. Representations and Warranties. Grantor hereby warrants and represents to the Agent that:

(i) no Trademark or License has been adjudged invalid or unenforceable by a court of competent jurisdiction, in whole or in part and each such Trademark and/or License is presently subsisting;

(ii) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each (A) Trademark listed on Schedule A attached hereto for which there is a registration or application for registration and (B) License listed on Schedule A attached hereto, and owns and possesses or has a valid and enforceable license to use, all other Trademarks or Licenses necessary for the operation of the business of the Grantor without, to the Grantor's best knowledge, any infringement upon rights of others in any material and adverse respect, and free and clear of any liens, charges and encumbrances, including without limitation, covenants by the Grantor not to sue third persons, other than Permitted Liens;

(iii) the Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark or License; and

(iv) the Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

5. Restrictions on Future Agreements. The Grantor agrees that until the Liabilities shall have been satisfied in full in cash and the Loan Agreement and the Other Agreements shall have been terminated, Grantor shall not, without the Agent's prior written consent (which consent shall not be unreasonably withheld), enter into any agreement, including, without limitation, any trademark license agreement, which is inconsistent with this Agreement in any material respect, and the Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the security interest transferred to the Agent under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor hereby represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the United States registered trademarks and service marks, United States trademark and service mark applications for registration (other than in "intent to use" applications until a verified statement of use is filed with respect to such applications), and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by the Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, registered service marks or service mark applications or license agreements in connection with any trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications, or (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service mark,

registered service mark or service mark application renewals, the provisions of Section 3 above shall automatically apply thereto and, with respect to any United States registered trademarks and service marks, United States trademark and service mark applications for registration, material trade names, material unregistered trademarks and service marks, and license agreements, the Grantor shall give to the Agent prompt written notice thereof. The Grantor hereby authorizes the Agent to modify this Agreement by (i) amending Schedule A or Schedule B, as the case may be, to include any future United States registered trademarks and service marks, United States trademark and service mark applications for registration and license agreements in connection with any trademarks, registered trademarks, trade applications, service marks, registered service marks, service mark applications and trade names that are Trademarks or Licenses under Section 3 above or under this Section 6, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, such future United States registered trademarks and service marks and United States applications for registrations of trademarks and service marks and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 3 above or this Section 6.

7. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall grant a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Liabilities have been paid in full in cash and the Loan Agreement have been terminated, at which time this Agreement shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Subject to subsection 12(d) of the Loan Agreement, the Agent shall have the right, from time to time upon reasonable prior written notice (except no prior notice is required if an Event of Default has occurred and is continuing), to inspect the Grantor's premises and to examine the Grantor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, its quality control processes; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees that the Agent or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its commercially reasonable business judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantor agrees (i) not to sell or assign its interest in, or grant any license in connection with, the Trademarks or the Licenses without the prior and express written consent of the Agent, which consent shall not be unreasonably withheld, other than those Trademarks or Licenses which, in the commercially reasonable judgment of the Grantor, are obsolete or no longer usable in its business, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to diminish the quality of such products.

9. Duties of the Grantor. The Grantor shall have the duty, to the extent that such conduct is, in the Grantor's commercially reasonable business judgment, desirable in the

operation of its business, consistent with past practices, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks, and (iii) to take reasonable steps to preserve and maintain all of the Grantor's rights in the trademark applications and trademark and service mark registrations that are part of the Trademarks and which are necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefore and which, in the Grantor's commercially reasonable business judgment, is or shall be necessary or economically desirable in the operation of the Grantor's business. The Grantor agrees to retain an experienced trademark attorney reasonably acceptable to the Agent for the filing and prosecution of all such applications and other proceedings. The Agent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Liabilities secured hereby and by the Other Agreements.

10. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, the Grantor shall, at the reasonable request of the Agent, perform all reasonably required lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Section 11 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, the Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby and by the Other Agreements.

11. Waivers. No course of dealing between the Grantor and the Agent, nor the Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantor specifying such suspension or waiver.

12. Agent's Exercise of Rights and Remedies upon Default. Anything set forth herein to the contrary notwithstanding, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any Other Agreement executed in connection therewith. Without limiting the generality of the foregoing, the Grantor

acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Agent shall have the right, except as otherwise set forth herein, to exercise its rights under the Loan Agreement and the Other Agreements with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) upon the occurrence and during the continuance of an Event of Default, the Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of the Grantor's businesses.

13. Severability. The provisions of this Agreement are severable, and if any clause or provisions shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby irrevocably appoints the Agent as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of an Event of Default and the giving by the Agent or written notice to the Grantor of the Agent's intention to enforce its rights and claims against the Grantor, the Grantor hereby authorizes the Agent to, in its commercially reasonable direction, (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, including provisions to adequately protect the quality of the good and services associated with any such licensed Trademark, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Licenses to anyone on commercially reasonable terms. The Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of the Grantor's business connections with the use of, and symbolized by, such Trademarks and Licenses. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 8 above. The Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.



16. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its nominees, successors, and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that Grantor shall not voluntarily assign or transfer any of its rights or obligations hereunder without the prior written consent of the Agent.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Further Assurances. The Grantor hereby agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts as the Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

22. Survival of Representations. All representations and warranties of the Grantor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement and any Other Agreements.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.


GRANTOR:

SELECT SNACKS, INC.

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

Accepted and agreed to as of the day and year first above written

LASALLE BUSINESS CREDIT, LLC,  
as Agent

By:   
Name: Monirah Masud  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**GRANTOR:**

SELECT SNACKS, INC.

By:

Name: William R. McManaman

Title: EVP/CFO

Accepted and agreed to as of the day and year first above written

LASALLE BUSINESS CREDIT, LLC,  
as Agent

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

[Signature Page to Trademark Security Agreement]



SCHEDULE A

<b>Trademark Registration / Application No.</b>	<b>Registration / Application Date</b>	<b>Mark</b>
2990705	8/30/05	Fresh Crisp

SCHEDULE B

LICENSES OF GRANTOR

1. Grantor licenses the following trademarks from Wyandot, Inc.:

<b>Trademark Registration / Application No.</b>	<b>Registration / Application Date</b>	<b>Mark</b>
2690308	2/25/03	Big Dippers
2205431	11/24/98	Munch Mates