

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance should be a Security Agreement and not an Assignment as previously recorded on Reel 001601 Frame 0068. Assignor(s) hereby confirms the Nature of Conveyance: Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snow Ball Foods, Inc.		06/11/1997	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	CoreStates Bank, N.A.
Street Address:	600 Cuthbert Boulevard
City:	Haddon Twp.
State/Country:	NEW JERSEY
Postal Code:	08108
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1406945	SNOW BALL
Registration Number:	1455610	SNOW BALL

CORRESPONDENCE DATA

Fax Number: (212)294-4700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 294 6700
 Email: vrichard@winston.com
 Correspondent Name: Virginia R. Richard
 Address Line 1: 200 Park Avenue
 Address Line 2: Winston & Strawn LLP
 Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	6257.1005
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CH \$65.00 1406945

NAME OF SUBMITTER:	Virginia R. Richard
Signature:	/W&S/
Date:	10/30/2006

Total Attachments: 10

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FORM PTO-1584 (Rev. 6-93) 6-23-97
OMB No. 0651-0047 (exp. 4-98)

MAILED JUN 23 1997

07-07-1997

ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents and Trademarks 160449785

original documents or copy thereof.

1. Name of conveying party(ies):

Snow Ball Foods, Inc.
1051 Sykes Lane
Williamstown, NJ

- Individual(s)
- General Partnership
- Corporation-State NJ
- 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

Execution Date: June 11, 1997

2. Name and address of receiving party(ies)

Name: CoreStates Bank, N.A.

Internal Address:

Street Address: 600 Cuthbert Boulevard

City: Radclon Twp. State: NJ ZIP: 08108

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

If assignee is not domiciled in the United States, a domestic representative 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,406,945

1,455,610

Additional numbers attached? Yes No

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

Name: Gina Armstrong, Esq.

Internal Address:

Drinker Biddle & Reath

Street Address: 105 College Road East

City: Princeton State: NJ ZIP: 08542

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20 0052

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

DO NOT USE THIS SPACE

07/07/1997 VERONIA 00000019 DAN:200052 1406945
Sally Belfi 00000019 DAN:200052 1406945

03 FC:481
02 FC:481
Statement of Signature.

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

Gina Armstrong
Name of Person Signing

Gina Armstrong
Signature

6/18/97
Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK
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REEL: 003417 FRAME: 0634

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 11 day of June, 1997 between SNOW BALL FOODS, INC. a New Jersey corporation ("Assignor"), and CORESTATES BANK, N.A., a national banking association ("Assignee").

BACKGROUND

A. Assignor, Snow Ball Holding Co., Inc. ("Holding"), Snow Ball Foods, Inc. ("Snow Ball"; Holding, and Assignor shall be referred to collectively herein as "Borrowers") and Assignee have entered into a certain Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") pursuant to and subject to the terms and conditions of which: (1) Assignee made available to Snow Ball a \$5,000,000.00 revolving credit facility (the "Revolving Credit"), and a \$500,000.00 equipment line of credit/term loan (the "Equipment Line"), and (2) Assignee made available to Assignor an \$850,000.00 mortgage loan (the "Mortgage Loan"; the Revolving Credit, the Equipment Line and the Mortgage Loan shall be referred to collectively herein as the "Loans"). Borrowers' obligations to Lender under the Loan Agreement are secured inter alia, by a certain Mortgage and Security Agreement executed by Assignor in favor of Assignee of even date herewith (the "Mortgage"), encumbering the Premises. Snow Ball's obligations to Assignee under the Loan Agreement are evidenced by two (2) promissory notes dated the date hereof payable to the order of Assignee in the respective amounts of \$5,000,000.00, and \$500,000.00 (the "Snow Ball Notes"). Assignor's obligations to Assignee under the Loan Agreement are evidenced by a promissory note dated the date hereof payable to the order of Assignee in the principal amount of \$850,000.00 (the "Mortgage Note"; the Snow Ball Notes and the Mortgage Notes shall be referred to collectively herein as the "Notes"). Each of the Borrowers has guaranteed and become surety for payment and performance of all of the Guaranteed Obligations of each other such Borrower to Assignee pursuant to the Loan Agreement. The Notes, the Loan Agreement, the Mortgage, this Assignment and all other documents evidencing and securing the Assignor's obligations under the Loan Agreement and any extensions thereof and/or modifications thereto, are hereinafter sometimes referred to individually as a "Loan Document" and collectively as the "Loan Documents."

B. In order to induce Assignee to make available to Borrowers the Loans pursuant to the Loan Agreement, Assignor has agreed to grant to Assignee a security interest in certain servicemarks, trademarks, trade names and the goodwill associated therewith, as herein provided.

C. Any term capitalized but not defined herein shall have the meaning given to such term in the Loan Agreement.

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NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest. To secure: (A) the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of or incurred in connection with the Loan Agreement, the Notes and/or the Loan Documents, as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, replacements or modifications of such Notes or Loan Documents hereafter entered into or otherwise arising or incurred; (B) the complete and timely payment, satisfaction and performance of all other existing and future liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of the transactions contemplated by the Loan Agreement or otherwise arising, whether absolute or contingent, direct or indirect, of any nature whatsoever, whether now existing or hereafter entered into (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), Assignor hereby grants and conveys to Assignee with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default as hereinafter defined, a security interest in and to each and every one of Assignor's now owned or existing or hereafter acquired or arising servicemark applications, servicemarks (whether registered, unregistered or for which any application to register has been filed), trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Assignor covenants and warrants that: (A) it is the sole and exclusive owner of the entire right, title and interest in each of the registered Marks in connection with the conduct of its business in the jurisdictions in which it is operating; (B) the Marks are free and clear of any liens, pledges, assignments or other encumbrances; (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the registered Marks are subsisting and have not been adjudged invalid or unenforceable; (E) each of the registered Marks is valid and enforceable; (F) no

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material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Marks. Assignor shall, in any event, indemnify and hold Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any servicemarks or trademarks held by third parties.

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional servicemark, trademark registration or application the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future servicemarks, trademarks, or trade names which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default.

a. It shall constitute an event of default (each, an "Event of Default") hereunder if (1) any representation or warranty of Assignor as herein set forth should prove to be false or materially incorrect, or (2) Assignor violates or fail to fulfill each and all of the covenants of Assignor as herein set forth.

b. The occurrence of any Event of Default as defined under any of the Loan Documents shall also constitute an Event of Default under this Agreement, and any Event of Default under this Agreement shall constitute an Event of Default under each of the Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee.

7. Maintenance of Marks. Assignor shall have the duty to diligently maintain all registrations of those Marks which remain

in use in interstate commerce, including the timely filing of declarations of continuous use and renewals as appropriate.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those 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 Marks may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, the whole or from time to time any part of the Marks and, as applicable, the goodwill associated therewith, or any interest which Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. *Notice of any sale or other disposition of the Marks shall be given in writing to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.*

9. Power of Attorney. If any Event of Default shall have occurred, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and until all of the Obligations shall have been satisfied in full.

10. Termination. At such time as (i) Assignor shall completely satisfy all of the Obligations, (ii) the Termination Date has occurred, and (iii) Assignor submits to Assignee a written request that the security interests granted herein be terminated, this Agreement shall terminate and Assignee shall

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execute and deliver to Assignor all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor the full unencumbered title to the Marks, and, as applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. If an Event of Default shall have occurred, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks. If an Event of Default shall have occurred, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be half 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.

15. Manufacture and Sale. The parties understand and agree that the collateral security agreement of the Marks as provided for in this Agreement, together with other collateral provided to

Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Further Acts. Assignor agrees to execute and file any documents which are or may be required in order to perfect the recordal of this Agreement in the United States Patent and Trademark Office.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

SNOW BALL FOODS, INC

By: 

Name: GERALD J. CALTABIANO

Title: PRESIDENT

CORESTATES BANK, N.A.

By: 

Name: Adrienne Hill-Sears

Title: Vice President

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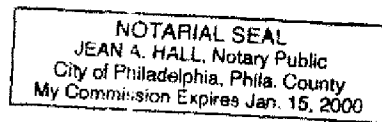
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STATE OF PENNSYLVANIA :
COUNTY OF Phila. :

Be it remembered, that on this 11th day of June, 1997, before me, the subscriber, in and for said county, personally appeared Gerald T. Caltabiano of SNOW BALL FOODS, INC., who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Jean A. Hall
Notary Public

My Commission Expires:



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STATE OF PENNSYLVANIA :
COUNTY OF *Phila.* :

Be it remembered, that on this *17th* day of *June*, 1997, before me, the subscriber, in and for said county, personally appeared ADRIENNE HILL-SEARS, a Vice President of CoreStates Bank, N.A. who I am satisfied is the person who signed the within instrument, and she acknowledged that she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, duly authorized by such corporation.

Jean A. Hall

Notary Public

My Commission Expires:

NOTARIAL SEAL
JEAN A. HALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 15, 2000

SCHEDULE A

<u>MARK NUMBER</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
1,406,945	USA	8/26/86
1,455,610	USA	9/1/87

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RECORDED: 06/23/1997

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RECORDED: 10/30/2006

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