

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KETTLE FOODS, INC.		10/23/2006	CORPORATION: OREGON

RECEIVING PARTY DATA	
Name:	CITICORP TRUSTEE COMPANY LIMITED
Street Address:	CITIGROUP CENTRE, CANADA SQUARE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1397807	ROASTER-FRESH
Registration Number:	2729540	KETTLE SWEET
Registration Number:	2873087	KETTLE
Registration Number:	2881773	STAY SALTY STAY FUNKY
Registration Number:	2917457	
Registration Number:	2923081	
Registration Number:	3006499	FLOWER POWER
Registration Number:	3006500	
Registration Number:	3167020	ALWAYS HAND COOKED
Serial Number:	78848357	EAT NATURAL
Serial Number:	78711711	SNACK WITH CONFIDENCE
Serial Number:	78667841	A NATURAL OBSESSION
Serial Number:	78667839	A NATURAL OBSESSION
Registration Number:	1753358	KETTLE TIAS

CH \$365.00 1397807

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Scott Lyne
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	30580/186
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Scott Lyne
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Signature:	/SCOTT LYNE/
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Date:	11/10/2006
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Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the **"IP Security Agreement"**) dated October 23, 2006, is made by Kettle Foods, Inc. (the **"Grantor"**) in favor of Citicorp Trustee Company Limited, as Security Agent (the **"Security Agent"**) for the Finance Parties (as defined in each of the Senior Credit Facilities and the Mezzanine Credit Facility as defined in the Security Agreement referred to below) (collectively, the **"Finance Parties"**).

WHEREAS, the Grantor has on the date hereof entered into an accession certificate to the Senior Credit Facilities dated September 8, 2006 (as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time) with Lion/Stove Holdings Limited, as Holdco, Citigroup Global Markets Limited, as Mandated Lead Arranger, Citibank, N.A., as Underwriter, the Lenders, Citibank International plc, as the Agent, and Citicorp Trustee Company Limited, as Security Agent (each as defined therein) the **"Senior Credit Facilities"**).

WHEREAS, the Grantor has on the date hereof entered into an accession certificate to the Mezzanine Credit Facility dated September 8, 2006 (as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time) with Lion/Stove Holdings Limited, as Holdco, Citigroup Global Markets Limited, as Mandated Lead Arranger, Citibank, N.A., as Underwriter, the Lenders, Citibank International plc, as the Agent, and Citicorp Trustee Company Limited, as Security Agent (each as defined therein) (the **"Mezzanine Credit Facility"**).

WHEREAS, the Grantor has on the date hereof entered into an accession deed to the Intercreditor Agreement dated September 8, 2006 (as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time) with the Senior Finance Parties, the Mezzanine Finance Parties, Citibank International plc, as Senior Agent and as Mezzanine Agent, and Citicorp Trustee Company Limited, as Security Agent (each as defined therein) (the **"Intercreditor Agreement"**).

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Senior Credit Facilities and the Mezzanine Credit Facility, as applicable, and the entry into Hedge Transactions by the Hedge Counterparties from time to time, Stove Merger Company and Lion/Stove Acquisition Limited have executed and delivered a Security Agreement dated September 8, 2006 in favor of the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time) (the **"Security Agreement"**). Terms used herein and not defined herein shall have the meaning given to such terms in the Security Agreement.

WHEREAS, as a condition subsequent to the making of Advances by the Lenders under the Senior Credit Facilities and the Mezzanine Credit Facility, as applicable, and the entry into Hedge Transactions by the Hedge Counterparties from time to time, the Grantor has executed and delivered that certain Security Agreement Supplement dated October 23, 2006 in favor of the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time) (the **"Security Agreement Supplement"**).

WHEREAS, under the terms of the Security Agreement and the Security Agreement Supplement, the Grantor has granted to the Security Agent, for the ratable benefit of the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Finance Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Finance Party under the Finance Documents

but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KETTLE FOODS, INC.

By 

Name:

Title:

Address for Notices:

3125 Kettle Court, SE
Salem, OR 97301

**Schedule A to the
IP Security Agreement**

Patents

US Patent 5,298,274 covering "*Methods for making tortilla chips and tortilla chips produced thereby*" granted 29 March 1994

US Patent 11/413,295 covering "*Extruded Foodstuff and Method of Making*" for making pretzel chips expected October 2007

**Schedule B to the
IP Security Agreement**

Trademarks

See attached

COUNTRY	TRADEMARK	INT'L CLASS	STATUS	REGISTRATION #	REGISTRATION DATE
American Samoa	KETTLE	29	Registered		10-Feb-00
American Samoa	KETTLE	30	Registered		10-Feb-00
Argentina	KETTLE	29	Pending		
Argentina	KETTLE	30	Pending		
Austria	KETTLE	29, 30	Registered	148799	23-Aug-93
Bahamas	KETTLE	29, 30	Pending		
Bahrain	KETTLE	29	Registered	33045	14-Apr-03
Benelux	KETTLE	29	Registered	457941	17-Mar-89
Benelux	KETTLE	29	Registered	513257	17-Mar-92
Brazil	KETTLE	30	Registered	817547070	11-Jul-95
Brazil	KETTLE	29	Registered	817547088	11-Jul-95
California	KETTLE	30	Registered	98781	30-Mar-94
California	KETTLE	29	Registered	98781A	30-Mar-94
Canada	KETTLE CHIPS	29	Registered	TMA365681	23-Feb-90
Canada	KETTLE	29	Registered	TMA410156	28-Mar-93
	KETTLE CHIPS and Kettle Chips Woodcut Device	29	Registered	TMA417865	08-Oct-93
Canada	KETTLE POPPINS	30	Registered	TMA428777	17-Jun-94
Canada	KETTLE TIAS	29	Registered	TMA481883	27-Aug-97
Chile	KETTLE	29	Registered	720231	15-Mar-05
Chile	KETTLE	30	Registered	720232	15-Mar-05
China	KETTLE	29	Registered	1187133	14-Apr-98
China	KETTLE	30	Registered	1223361	14-Nov-98
Colombia	KETTLE	30	Registered	302108	27-Jul-05
Colombia	KETTLE	29	Registered	302109	27-Jul-05
Costa Rica	KETTLE	29	Registered	154575	21-Oct-05
Costa Rica	KETTLE	30	Registered	155793	16-Jan-06
Croatia	KETTLE	29, 30	Registered	220041702	29-Oct-04
	Kettle Chips Woodcut Device	29, 30, 42	Registered	521268	24-Apr-97
CTM	KETTLE	29, 30, 42	Registered	521435	02-Feb-89
CTM	PEAK	29, 30, 42	Registered	877688	16-Jul-98
	Sunflower Icon Device	29, 30, 42	Registered	1975228	27-Nov-00
CTM	Stirring Dude Icon Device	29, 30, 42	Registered	1975275	27-Nov-00
CTM	Leaf Icon Device	29, 30, 42	Registered	1975697	27-Nov-00
	Box and Plant Icon Device	29, 30, 42	Registered	1975782	27-Nov-00
CTM	Mediterranean Woodcut Device	29, 30, 43	Registered	2718880	31-May-02
	KETTLE MEDITERRANEAN Olive Leaf Icon Device	29, 30, 43	Registered	2719136	31-May-02
CTM	Olive Leaf Icon Device	29, 30, 43	Registered	2811727	13-Aug-02
	Tortilla Peatle and Mortar Woodcut Device	29, 30, 43	Registered	3012440	17-Jan-03
CTM	Stoneground White Corn Icon Device	29, 30, 43	Registered	3012713	17-Jan-03

CTM	Wheat Germ Icon Device	29, 30, 43	Registered		
CTM	PEAK	32, 35	Registered	3012788	17-Jan-03
CTM	KETTLE	29, 30, 43	Registered	3278371	22-Jul-03
				3931953	13-Jul-04
CTM	KETTLE A NATURAL OBSESSION & Device	29, 30, 43	Pending		
CTM	PEAK	29, 30, 43	Pending		
Cyprus	KETTLE	30	Registered	35717	27-Dec-01
Cyprus	KETTLE	29	Registered	835716	27-Dec-91
Czech Republic	KETTLE	29, 30, 43	Registered	257829	03-Feb-03
Denmark	KETTLE	29	Registered	VR199007711	03-Nov-90
Ecuador	KETTLE	29	Registered	33111	10-Dec-04
Ecuador	KETTLE	30	Registered	33113	10-Dec-04
Estonia	KETTLE	29, 30	Registered	41954	29-Nov-05
Fiji	KETTLE	30	Registered	358/99	24-Aug-99
Fiji	KETTLE	29	Registered	359/99	24-Aug-99
Finland	KETTLE	29	Registered	113902	20-Sep-91
France	KETTLE	29	Registered	1604840	17-Mar-89
France	KETTLE	29, 30	Registered	1712595	18-Dec-91
Germany	KETTLE	29, 30	Registered	2097436	14-Jun-95
Germany	KETTLE	29	Registered	2099764	04-Mar-96
Greece	KETTLE	29	Registered	94845	17-Sep-92
Hong Kong	KETTLE	29	Registered	2984/2000	03-Nov-97
Hungary	KETTLE	29, 30	Pending		
Iceland	KETTLE	29, 30	Registered	651/2005	03-Aug-05
India	KETTLE	29	Registered	869267	03-Aug-99
India	KETTLE	30	Registered	869268	03-Aug-99
Indonesia	KETTLE	29	Registered	428074	13-Apr-99
Ireland	KETTLE	29	Registered	131108	23-Mar-89
Israel	KETTLE	30	Registered	175628	24-Oct-04
Israel	KETTLE	29	Registered	175627	24-Oct-04
Italy	KETTLE	29	Registered	868493	05-May-92
Japan	KETTLE	1, 29, 30, 31	Registered	2552979	30-Jun-93
Japan	KETTLE	30	Registered	2681835	29-Jun-94
Japan	KETTLE	29, 30	Registered	4385777	26-May-00
Japan	KETTLE in Japanese Characters (Transliteration)	29, 30	Registered	4904534	28-Oct-05
Japan	KETTLE COOKED (in Japanese Characters)	29, 30	Registered	4904550	26-Oct-05
Japan	KETTLE COOKED	29, 30	Registered	4904551	28-Oct-05
Korea (South)	KETTLE	29, 30	Registered	484343	27-Dec-00
Kuwait	KETTLE	29	Registered	57137	15-Jun-03
Laos	KETTLE	29, 30	Registered	7180	26-Aug-99
Liechtenstein	KETTLE	29, 30, 43	Registered	12827	13-Mar-03

Macao	KETTLE	29	Registered	N/004696	21-Jun-99
Macao	KETTLE	30	Registered	N/004697	21-Jun-99
Malaysia	KETTLE	30	Registered	95/13714	21-Dec-95
Malaysia	KETTLE	29	Pending		
Malta	KETTLE	29	Registered	21599	08-Jul-92
Malta	KETTLE	30	Registered	29719	26-Jan-99
Malta	KETTLE	43	Registered	38146	04-Feb-03
Mexico	KETTLE	30	Registered	529736	29-Aug-98
Mexico	KETTLE	29	Registered	529737	29-Aug-98
Moldova	KETTLE	29, 30, 43	Registered	10332	03-Feb-03
Monaco	KETTLE	29, 30, 43	Registered	3.2355	12-Mar-03
Mongolia	KETTLE	29, 30	Registered	3078	27-Jun-00
Norway	KETTLE	29	Registered	147180	10-Oct-91
Norway	KETTLE	29, 30	Registered	161433	17-Feb-94
Oman	KETTLE	29	Registered	30575	19-May-03
Oregon	KETTLE	29, 30	Registered	T27845	03-Feb-94
Peru	KETTLE	29	Registered	105241	04-May-05
Peru	KETTLE	30	Registered	105242	04-May-05
Philippines	KETTLE	29, 30, 43	Pending		
Poland	KETTLE	29, 30, 43	Registered		
Portugal	KETTLE	29	Registered	254314	10-Aug-92
Qatar	KETTLE and Arabic equivalent	29	Pending		
Russia	KETTLE	29, 30, 43	Registered	285007	11-Mar-03
Saudi Arabia	KETTLE	29	Registered	259/67	09-May-92
Saudi Arabia	KETTLE	30	Registered	729/11	24-May-04
Saudi Arabia	KETTLE	43	Registered	757/26	02-Nov-04
Singapore	KETTLE	29	Registered	T01/15280A	20-Sep-01
Singapore	KETTLE	29	Registered	T95/07714J	18-Aug-95
Singapore	KETTLE	30	Registered	T95/07715I	18-Aug-95

Slovak Republic	KETTLE	29, 30	Registered	213741	27-Oct-04
Slovenia	KETTLE	29, 30	Registered	200471846	29-Oct-04
South Africa	KETTLE	30	Registered	1998/02980	26-Feb-98
South Africa	KETTLE	29	Registered	98/02959	26-Feb-98
Spain	KETTLE	29	Registered	1313529	05-Apr-91
Spain	KETTLE	29	Registered	1802263	18-Oct-91
Spain	KETTLE	30	Registered	1862264	08-Apr-96
Sri Lanka	KETTLE	29	Registered	94046	12-Aug-99
Sri Lanka	KETTLE	30	Registered	94047	12-Aug-99
Sweden	COPPER KETTLE	29	Registered	225112	12-Jul-91
Sweden	KETTLE	29, 30	Registered	260766	13-Jan-92
Switzerland	KETTLE CHIPS and Kettle Chips Woodcut Device	29, 30	Registered	507598	28-Oct-02
Switzerland	KETTLE	29, 30, 43	Registered	509365	31-Jan-03
Taiwan	KETTLE	29	Registered	852508	16-May-99
Taiwan	KETTLE	30	Registered	874594	01-Nov-99
Thailand	KETTLE	29	Registered	Kor99805	24-Dec-97
Turkey	KETTLE	29, 30, 43	Registered	2003 04669	04-Mar-03
UK	POPPINS	30	Registered	807250	07-Jun-39
UK	POPPINS	30	Registered	688083	16-Feb-51
UK	POPPINS	29	Registered	867315	28-Jul-64
UK	KETTLE CHIPS and Kettle Chips Woodcut Device	29	Registered	1332304	18-Jan-88
UK	KETTLE	29	Registered	1346391	03-Jun-88
UK	KETTLE CHIPS	29	Registered	1348392	03-Jun-88
UK	KETTLE CRISPS	29	Registered	1348002	15-Jun-88
UK	KETTLE POPPINS	30	Registered	1451934	07-Jan-91
UK	KETTLE	30	Registered	1451936	07-Jan-91
UK	KETTLE	29	Registered	1521054	05-Dec-92
UK	KETTLE	42	Registered	1588884	14-Apr-94
UK	TIAS	29, 30	Registered	1578454	13-Jul-94
UK	KETTLE BAKED with Baker and Kettle Baked Woodcut Device	29, 30	Registered	2214941	19-Nov-99
UK	KETTLE	16	Registered	2226085	16-Mar-00
UK	PEAK	29, 30	Registered	2248506	09-Oct-00
UK	KETTLE	35	Registered	2334188	08-Jun-03
UK	KETTLE Stylised	29, 30, 43	Registered	2355003	03-Feb-04
UK	KETTLE FOODS	29, 30, 35, 43	Registered	2373414	21-Sep-04
UK	UNDRESSED	29, 30	Registered	2391394	28-Apr-06
UK	KETTLE A NATURAL OBSESSION & Device	29, 30	Registered	2398876	09-Aug-05
UK	KETTLE KITCHEN	29, 30	Registered	2414499	21-Feb-06
UK	CRISPY BAKES & Device	29, 30	Pending		
UK	THE BETTER, BETTER FOR YOU SNACK	29, 30	Pending		

UK	WAVE CUT/WAVE CUT NO. 4/NO. 4 WAVE CUT/WAVE CUT NO 4/NO 4 WAVE CUT/ WAVE CUT NUMBER 4/NUMBER 4 WAVE CUT (Series of 7)	29	Pending		
United Arab Emirates	KETTLE	29	Registered	44216	
USA	ROASTERFRESH	29	Registered	1397807	21-May-03
USA	KETTLE TIAS	30	Registered	1763358	17-Jun-86
USA	KETTLE SWEET	30	Registered	2729540	16-Feb-93
USA	KETTLE	29	Registered	2873087	24-Jun-05
USA	STAY SALTY STAY FUNKY	29, 30	Registered	2881773	17-Aug-04
USA	Stirring Dude Device	29, 30	Registered	2917457	07-Sep-04
USA	Smoka Dude Device	29	Registered	2923081	11-Jan-05
USA	FLOWER POWER	4	Registered	3006489	01-Feb-05
USA	Sunflower Lightning Bolt Device	4	Registered	3006500	11-Oct-05
USA	A NATURAL OBSESSION	29	Pending		
USA	A NATURAL OBSESSION	30	Pending		
USA	ALWAYS HAND COOKED	29	Pending		

USA	EAT NATURAL	29, 30	Pending		
USA	SNACK WITH CONFIDENCE	29, 30	Pending		
Vietnam	KETTLE	29	Registered	30700	05-Jan-98
Washington	KETTLE	29	Registered	22829	31-Jan-94
Washington	KETTLE	30	Registered	22830	31-Jan-94

**Schedule C to the
IP Security Agreement**

Copyrights

None