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
Snack Alliance, Inc.		02/29/2008	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1740 Broadway
Internal Address:	MAC C7300-210
City:	Denver
State/Country:	COLORADO
Postal Code:	80274
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1552129	1ST PLACE FLAVOR
Serial Number:	77311456	BLUE BELL
Registration Number:	2974050	CHEESE PLEESERS
Serial Number:	78771602	COUNTRY CRISP
Registration Number:	3006175	HELPING BUILD AMERICA'S BEST BRANDS
Registration Number:	1504142	IDAHO RUSS CHIPS
Serial Number:	77256084	MULTIWORKS
Registration Number:	3299728	RICEWORKS
Serial Number:	77144234	RICEWORKS
Serial Number:	77081386	SALAD CELEBRATIONS
Registration Number:	2501593	THIN & CRISPY POTATO CHIPS

CH $290.00 1552129

CORRESPONDENCE DATA

Fax Number: (801)933-7373

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	801-933-8926
Email:	russell.sonya@dorsey.com
Correspondent Name:	Sonya Russell
Address Line 1:	136 South Main Street
Address Line 2:	Suite 1000
Address Line 4:	Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	458653-120
NAME OF SUBMITTER:	sonya russell
Signature:	/sonya russell/
Date:	03/06/2008

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of February 29, 2008, is made by and between Snack Alliance, Inc., an Oregon corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A. Notwithstanding the foregoing, "Patents" shall not include (i) that License Agreement effective as of May 15, 2007, by and between the Debtor and Grell Farms, LLC, and (ii) that Option Agreement entered into as of May 15, 2007, by and between the Debtor and Grell Farms, LLC.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B. Notwithstanding the foregoing, "Trademarks" shall not include (a) the license agreement to be executed between the Debtor and Nalley's Canada Limited ("Nalley's") by which the Debtor grants to Nalley's the right to distribute in Canada snack products bearing the trademarks RICE WORKS, RICEWORKS, and MULTIWORKS and a license to use such trademarks in Canada or (b) the trademarks RICE WORKS, RICEWORKS, and MULTIWORKS as filed or registered in Canada.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor except Equipment. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority***. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) ***Patents***. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. The Debtor shall not sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any of the Patents without the Secured Party's prior written consent, which consent may be withheld in the Secured Party's sole discretion.

(c) ***Trademarks***. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). The Debtor shall not sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any of the Trademarks without the Secured Party's prior written consent, which consent may be withheld in the Secured Party's sole discretion. The Secured Party may elect to perform searches from time to time, at the Debtor's cost, in order to determine whether any new Trademarks are recorded by the Debtor, and the Secured Party may file any and all instruments, documents, applications, financing statements, and other agreements necessary to perfect the Secured Party's security interest in such Trademarks. The Debtor will from time to time execute, deliver, endorse and authorize the filing of any instruments, documents, or agreements that the Secured Party may reasonably request in order to secure, protect, perfect or enforce the Security Interest (but any failure to request or assure that the Debtor executes, delivers,

endorses or authorizes the filing of any such item shall not affect or impair the validity, sufficiency or enforceability of the Security Interest, regardless of whether any such item was or was not executed, delivered or endorsed in a similar context or on a prior occasion).

(d) ***Title***. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) ***No Sale***. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent. Notwithstanding the foregoing, the Debtor may pledge and encumber to Nalley's (i) that License Agreement effective as of May 15, 2007, by and between the Debtor and Grell Farms, LLC; (b) that Option Agreement entered into as of May 15, 2007, by and between the Debtor and Grell Farms, LLC; (c) the trademarks Rice Works, Riceworks, and Multiworks as filed or registered worldwide; (d) future trademarks for Rice Works, Riceworks, and Multiworks that arise from Debtor's License and Option Agreements with Grell Farms, LLC, referenced above, provided, however, that Secured Party is notified of such future trademarks and has a second lien position on such future trademarks; and (e) all proceeds of the foregoing.

(f) ***Defense***. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) ***Maintenance***. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) ***Secured Party's Right to Take Action***. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h),

immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) ***Costs and Expenses***. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys reasonably expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) ***Power of Attorney***. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Subordination Agreement. Notwithstanding other provisions hereof, the rights of the Secured Party are subject to the provisions of the Subordination Agreement entered into on or about the date hereof between the Secured Party and Nalley's.

6. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or

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perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

7. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Oregon without

regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

9. Statutory Notice. **UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY A LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.**

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Snack Alliance, Inc.
#1900, 1030 West Georgia St.
Vancouver, British Columbia
Canada V6E 2Y3

SNACK ALLIANCE, INC.

By: _____
Name: John Frostad
Its: President and Chief Executive Officer

Wells Fargo Bank, National Association
MAC C7300-210
1740 Broadway
Denver, Colorado 80274

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Karen Kenney
Name: Karen S. Kenney
Its: Vice President

DOMINION OF CANADA)
) ss.
PROVINCE OF BRITISH COLUMBIA)

The foregoing instrument was acknowledged before me this 29 day of February, 2008, by John Frostad, the President and Chief Executive Officer of Snack Alliance, Inc., an Oregon corporation, on behalf of the corporation.

_____
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of March, 2008, by Karen S. Kenney, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

KRISTI SUE MURRAY
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 6/3/2009

Kristi Sue Murray
Notary Public

4810-6230-5282\9

TRADEMARK
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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS,
AND COLLECTIVE MEMBERSHIP MARKS,
AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR EFFECTIVE DATE OF REGISTRATION	STATUS
1ST PLACE FLAVOR and Design	United States	1,552,129	August 15, 1989	Registered
BLUE BELL	United States	77/311456	October 23, 2007	Pending
CHEESE PLEESERS	United States	2,974,050	July 19, 2005	Registered
COUNTRY CRISP	United States	78/771602	December 12, 2005	Pending
HELPING BUILD AMERICA'S BEST BRANDS	United States	3,006,175	October 11, 2005	Registered
IDAHO RUSS CHIPS	United States	1,504,142	September 13, 1988	Registered
MULTIWORKS	United States	77/256084	August 15, 2007	Pending
People Dancing in Sun Design	United States	78/542594	January 5, 2005	Pending
RICE WORKS	United States	3,299,728	September 25, 2007	Registered
RICEWORKS	United States	77/144234	March 29, 2007	Pending
SALAD CELEBRATIONS	United States	77/081386	January 11, 2007	Pending
THIN AND CRISPY POTATO CHIPS and Design	United States	2,501,593	October 30, 2001	Registered
LAURA SCUDDER'S	Hong Kong	300318456	November 12, 2004	Registered
LAURA SCUDDER'S	Malaysia	04017841	November 12, 2004	Registered
CALIFORNITOS AVENTURA	Mexico	922020	October 7, 2005	Registered
CALIFORNITOS AVENTURA	Mexico	930169	October 7, 2005	Registered
CHEESE PLEESER INFERNO	Mexico	864898	July 1, 2004	Registered
CHEESE PLEESERS	Mexico	845690	July 14, 2004	Registered
THIN & CRISPY and Design	Mexico	937991	April 19, 2006	Registered
XTREME SNACKS	Mexico	840541	April 7, 2004	Registered
XTREME SNACKS	Mexico	840542	April 7, 2004	Registered