

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WISE FOODS, INC.		09/15/2009	CORPORATION: DELAWARE
PEP SNACK FOODS, INC.		09/15/2009	CORPORATION: DELAWARE
WFI, INC.		09/15/2009	CORPORATION: DELAWARE
MOORE'S QUALITY SNACK FOODS, INC.		09/15/2009	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	PCM AGENT, LLC
Street Address:	1270 Avenue of the Americas
Internal Address:	c/o Palladium Capital Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78292228	
Serial Number:	76698684	CHEEZ DUDES
Serial Number:	76698683	CHEEZ DUDES
Registration Number:	1318386	MOORE'S
Registration Number:	1086546	MOORE'S

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: sgordon@omm.com

900144047

**TRADEMARK
 REEL: 004069 FRAME: 0226**

CH \$140.00 78292228

Correspondent Name: Shari Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	943,635-999
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	09/25/2009

Total Attachments: 31

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THIS AMENDED AND RESTATED IP SECURITY AGREEMENT IS SUBJECT TO AN INTERCREDITOR AGREEMENT AMONG PALLADIUM EQUITY PARTNERS II, L.P., PALLADIUM EQUITY PARTNERS II-A, L.P., PALLADIUM EQUITY INVESTORS II, L.P., PCM AGENT, LLC, AS AGENT FOR THE NOTE HOLDERS, GMAC COMMERCIAL FINANCE LLC, AS AGENT FOR THE LENDERS, WISE FOODS, INC., PEP SNACK FOODS, INC., WFI INC. AND MOORE'S QUALITY SNACK FOODS, INC., AND ANY SUCCESSOR OR ASSIGNEE OF ANY PARTY HERETO SHALL BE BOUND BY SUCH INTERCREDITOR AGREEMENT.

AMENDED AND RESTATED IP SECURITY AGREEMENT

THIS AMENDED AND RESTATED IP SECURITY AGREEMENT made as of September 15, 2009 (as the same may from time to time be amended, modified, supplemented or restated, this "Security Agreement") by **WISE FOODS, INC.**, a Delaware corporation ("Wise"), **PEP SNACK FOODS, INC.**, a Delaware corporation ("Parent"), **WFI, INC.**, a Delaware corporation, **MOORE'S QUALITY SNACK FOODS, INC.**, a Virginia corporation (each individually a "Grantor," and collectively the "Grantors"), in favor of **PCM AGENT, LLC**, as collateral agent (in such capacity, the "Secured Party"), for its benefit and the benefit of the Note Holders.

RECITALS

WHEREAS, the Grantors are party to a certain Loan and Security Agreement dated as of September 9, 2004, as previously amended, and as amended and restated of the date hereof, by and among the Grantors, GMAC Commercial Finance LLC ("GMAC CF"), the other lender parties thereto (collectively, with GMAC CF, the "Lenders"), Siemens Financial Services, Inc., as syndication agent for the Lenders, and GMAC CF, as agent for Lenders (in such capacity, "Loan Agent") (as the same may from time to time be amended, modified, supplemented or restated, the "Loan Agreement"), pursuant to which the Lenders have provided loans and other financial accommodations to the Grantors;

WHEREAS, the Grantors are party to a certain IP Security Agreement dated November 22, 2004, as amended (the "Existing Security Agreement"), in favor of PCM Agent, LLC, as assignee collateral agent;

WHEREAS, in connection with amending and restating the Loan Agreement and the discharge of those certain Third Amended and Restated Limited Guaranties, dated as of September 20, 2007, executed by each of Palladium Equity Partners II, L.P., a Delaware limited partnership, Palladium Equity Partners II-A, L.P. a Delaware limited partnership, and Palladium Equity Investors II, L.P., a Delaware limited partnership, for the benefit of the Loan Agent, Wise has issued pursuant to the terms and conditions of that certain Subordinated Secured Note Purchase Agreement, dated as of the date hereof, by and among the Noteholders defined therein,

the Secured Party and the Grantors, (as amended, supplemented, extended, restated, renewed or otherwise modified, the “Junior Notes Agreement”) subordinated notes to the Note Holders in the principal amount of \$5,500,000; and

WHEREAS, the Note Holders are unwilling to enter into the Junior Notes Agreement unless each Grantor executes and delivers (a) this Amended and Restated IP Security Agreement, (b) the Amended and Restated General Security Agreement dated as of the date hereof by and among Grantors and the Notes Agent for its benefit and the benefit of the Note Holders (as the same may from time to time be amended, modified, supplemented or restated, the “General Security Agreement”), (c) the Parent Guaranty dated as of the date hereof made by the Parent in favor of the Secured Party (the “Parent Guaranty”) and (d) the Subsidiary Guaranty dated as of the date hereof made by in favor of the Secured Party (the “Subsidiary Guaranty”).

AGREEMENT

NOW, THEREFORE, in order to induce the Note Holders to enter into the Junior Notes Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, each Grantor hereby agrees with the Secured Party for its benefit and the benefit of the Note Holders, that the Existing Security Agreement is hereby amended and restated as follows:

1. DEFINED TERMS. This Security Agreement is the IP Security Agreement referred to in the Junior Notes Agreement and is one of the Note Documents. Terms defined in the Junior Notes Agreement and not otherwise defined in this Security Agreement shall have the meanings given those terms in the Junior Notes Agreement when used herein and such definitions are incorporated herein as though set forth in full. When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 “Collateral” shall have the meaning assigned to such term in Section 2 of this Security Agreement.

1.2 “Contingent Reimbursement Obligations” means all contingent indemnity and expense reimbursement obligations for which no claim has been made and for which no basis for a claim is then known to the Secured Party to exist.

1.3 “Copyright License” means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which any Grantor has obtained the exclusive right to use a copyright owned by a third party, a sublicense to use a copyright, a distribution agreement regarding copyrighted works and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by any Grantor and now or hereafter covered by such license agreements.

1.4 “Copyrights” means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world.

1.5 “License” means any Copyright License, Patent License, Trademark License or other license of trade secrets now held or hereafter acquired by any Grantor.

1.6 “Lien” means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

1.7 “Litigation” means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any of the Copyrights, Patents, Trademarks and/or Licenses.

1.8 “Patent License” means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right with respect to any Patent (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which any Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution agreement regarding one or more patented products or processes and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by any Grantor and now or hereafter covered by such license agreements.

1.9 “Patents” means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including, without limitation, trade secrets, formulas, customer lists, manufacturing processes, mask works, molds and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with

respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent.

1.10 “Permitted Encumbrances” means (a) Liens for taxes, assessments or other governmental charges not delinquent or being contested in good faith and by appropriate proceedings and with respect to which proper reserves have been taken by the applicable Grantor; provided that, the Lien shall have no effect on the priority of the Liens in favor of the Secured Party or the value of the assets in which the Secured Party has such a Lien and a stay of enforcement of any such Lien shall be in effect, (b) judgment Liens to the extent that such Liens have been stayed and (c) Liens granted to the Loan Agent pursuant to the Loan Agreement or otherwise.

1.11 “Person” means any individual, joint venture, corporation, company, voluntary association, partnership, limited liability company, trust joint stock company, unincorporated organization, association, government, or any agency, instrumentality, or political subdivision thereof, or any other form of entity.

1.12 “Related Documents” means, collectively, the Junior Notes Agreement, this Security Agreement, the General Security Agreement, the Parent Guaranty, the Subsidiary Guaranty and any other agreement, instrument or document entered into, issue or delivered in connection with any of the foregoing agreements.

1.13 “Secured Obligations” means the Notes Obligations.

1.14 “Trademark License” means any written agreement, in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which any Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by any Grantor and now or hereafter covered by such license agreements.

1.15 “Trademarks” means any of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with

respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

1.16 “UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

1.17 In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: “Account Debtor” and “Proceeds”. Each of the foregoing defined terms shall include all of such items now owned or existing, or hereafter arising or acquired by any Grantor.

2. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Note Holders to enter into the Junior Notes Agreement, each Grantor hereby grants to the Secured Party, for its benefit and for the benefit of the Note Holders, a security interest in all of such Grantor's right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the “Collateral”):

2.1 All Copyrights, Patents and Trademarks including, without limitation, the Copyrights, Patents and Trademarks listed in Schedule A, all Licenses including, without limitation, the Licenses listed in Schedule B and any presently pending Litigation including, without limitation, the Litigation listed in Schedule C;

2.2 The accounts listed in Schedule G and all monies and other property deposited in such accounts; and

2.3 To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

3.1 Notwithstanding anything contained in this Security Agreement to the contrary, each Grantor expressly agrees that it shall remain liable under each of its Licenses to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in

accordance with and pursuant to the terms and provisions of each such License. The Secured Party shall not have any obligation or liability under any License by reason of or arising out of this Security Agreement or the granting to the Secured Party of a Lien therein or the receipt by the Secured Party of any payment relating to any License pursuant hereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Each Grantor agrees that any rights granted under this Security Agreement to the Secured Party with respect to all of the Collateral shall be worldwide and without any liability for royalties or other related charges from the Secured Party to such Grantor.

3.2 The Secured Party authorizes each Grantor to collect its accounts and accounts receivable related to the sale, license, settlement, judgment or other disposition of, or otherwise arising from, any of the Collateral (collectively, the "Accounts"), provided that such collection is performed in a commercially reasonable manner, and the Secured Party may, upon the occurrence and during the continuation of any Event of Default and with prior written notice to such Grantor, limit or terminate said authority at any time. Upon the occurrence and during the continuation of any Event of Default, at the request of the Secured Party, each Grantor shall deliver all original and other documents evidencing and relating to such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

3.3 The Secured Party may at any time, upon the occurrence and during the continuation of any Event of Default, with prior written notice to such Grantor of its intention to do so, notify any Account Debtors of any Grantor or any parties to the Licenses of any Grantor that the Accounts and the right, title and interest of such Grantor in and under such Licenses have been assigned to the Secured Party and that payments shall be made directly to the Secured Party. Upon the request of the Secured Party at any time after the occurrence and during the continuation of an Event of Default, each Grantor shall so notify such Account Debtors and parties to such Licenses. Upon the occurrence and during the continuation of any Event of Default, the Secured Party may, in its name or in the name of others, communicate with such Account Debtors and parties to such Licenses to verify with such parties, to the Secured Party's reasonable satisfaction, the existence, amount and terms of any such Accounts or Licenses.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants to the Secured Party that:

4.1 Except for the security interest granted to the Secured Party under this Security Agreement, each Grantor is the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto, free and clear of any and all Liens (except for Permitted Encumbrances), and will continue to be the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral, except for the Trademarks set forth in Schedule F, so long as the Copyrights, Patents, Trademarks and Licenses shall continue in force.

4.2 No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists (except those with respect to Permitted Encumbrances). Each Grantor has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance on any of the Collateral (except for the Loan Agreement).

4.3 This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which any Grantor now has rights. Upon the filing of appropriate financing statements and the filing of a copy of this Security Agreement with the United States Copyright Office, the Secured Party will have a fully perfected first priority security interest (subject to Permitted Encumbrances), for its benefit and the benefit of the Note Holders, in all of the Collateral in which any Grantor now has rights in the United States. This Security Agreement will create a legal and valid and fully perfected security interest in the Collateral in which any Grantor later acquires rights, when any Grantor acquires those rights and additional filings to be made with the United States Copyright Office, Patent and Trademark Office and/or other offices as are necessary to perfect the Secured Party's security interest in subsequent ownership rights and interests of such Grantor in the Collateral.

4.4 So long as any Secured Obligations remain outstanding (other than Contingent Reimbursement Obligations), the commitment of the Lender to extend credit has not been terminated or any Loan remains outstanding, each Grantor will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral (except those with respect to Permitted Encumbrances).

4.5 On the date hereof, each Grantor's chief executive office, principal place of business and the place where such Grantor maintains its records concerning the Collateral are located at the address set forth on the signature page hereof on the date hereof, and such Grantor's corporate name, type of organization, jurisdiction of organization, and corporate identification number set forth on the signature page hereof on the date hereof are all true and correct.

4.6 Each Grantor has the full right and power to grant the security interest in the Collateral made hereby.

4.7 All information furnished to the Secured Party concerning the Collateral and proceeds thereof, for the purpose of inducing the Secured Party to enter into the Guaranty Agreements and the transaction contemplated thereby, is or will be at the time the information is furnished, accurate and correct in all material respects.

4.8 To the best of each Grantor's knowledge and belief following diligent inquiry, no infringement, breach or unauthorized use presently is being made of any of the Collateral which has or may reasonably be expected to have, alone or in the aggregate, an adverse effect on the value or enforceability of, or any rights of any Grantor or the Secured Party in, any material Collateral. Each Grantor has advised the Secured Party of the existence of all material contractual restrictions on the use of the Collateral.

4.9 To the best of each Grantor's knowledge and belief following diligent inquiry, (i) there are no obligations to, covenants to or restrictions from third parties affecting such Grantor's use, disclosure, enforcement, transfer or licensing of the Collateral (other than this Security Agreement, the General Security Agreement, the Loan Agreement, the Patent Collateral Assignment and Security Agreement dated September 9, 2004 by and between Wise and Agent, the Copyright Collateral Assignment and Security Agreement dated September 9, 2004 by and between Wise Investments and Agent, the Trademark Collateral Assignment and Security Agreement dated September 9, 2004 by and between Wise Investments and Agent, and the Licenses); (ii) all Collateral that is owned by any Grantor is valid and enforceable; (iii) each Grantor has the right to use all Collateral that is necessary for the operation of such Grantor's business as presently conducted and as proposed by such Grantor to be conducted; (iv) the Grantors have taken all actions necessary to maintain and protect all Collateral and no loss of such Collateral is pending, reasonably foreseeable or threatened; (v) there has been no claim made or threatened by or against any Grantor asserting the invalidity, misuse or unenforceability of any item of Collateral or challenging any Grantor's right to use or ownership of any item of Collateral, and there are no grounds for any such claim or challenge; (vi) there is not and has not been any actual or threatened infringement, misappropriation, breach or other violation of any Collateral, and there are no facts raising a likelihood of infringement, misappropriation, breach or other violation; (vii) except for the grant of a security interest to the Secured Party under this Security Agreement and the grant of a security interest to Lender under the Loan Agreement, the consummation of the transactions contemplated by this Security Agreement, the Junior Notes Agreement and the Loan Agreement will not alter, impair or extinguish any rights of any Grantor in the Collateral; (viii) no Grantor has infringed, misappropriated or otherwise violated, and no Grantor infringes, misappropriates, or otherwise violates, any intellectual property or proprietary right of any other person or entity; and (ix) there has been no claim made or, to the Grantors' knowledge, threatened against any Grantor alleging infringement, misappropriation or other violation of intellectual property.

5. COVENANTS. Each Grantor covenants and agrees with the Secured Party that from and after the date of this Security Agreement and until the Secured Obligations (other than Contingent Reimbursement Obligations) have been performed and paid in full:

5.1 **Disposition of Collateral.** No Grantor shall sell, lease, assign, transfer or otherwise dispose of any of the Collateral, or contract to do so (except for the sale of the Trademarks set forth in Schedule F). No Grantor shall, without the Secured Party's prior written consent, enter into any agreement or amend, alter or modify any existing agreement, including, without limitation, any license, related to any or all of the Collateral. Each Grantor also agrees to maintain the quality of any and all merchandise and/or services in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise and/or services as of the date hereof.

5.2 **Relocation of Business or Collateral.** No Grantor shall relocate its chief executive office, principal place of business or its records from such address(es) provided to the Secured Party pursuant to Section 4(d) above without prior written notice to the Secured Party.

5.3 **Limitation on Liens on Collateral.** No Grantor shall, directly or indirectly, create,

permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral (other than Permitted Encumbrances).

5.4 Maintenance of Records. Each Grantor shall keep and maintain at its own cost and expense records of the Collateral that are complete in all material respects.

5.5 Registration and Maintenance of Intellectual Property Rights. Except as would not have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Secured Party in, any material Collateral, each Grantor shall (i) use commercially reasonable efforts to prosecute any Patent, Trademark or Copyright pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Copyright, Copyright License, any Patent, Patent License, any Trademark or Trademark License, which is (a) set forth in Schedule A or Schedule B or (b) is individually or in the aggregate, material to the conduct of any Grantor's business, with the United States Copyright Office or Patent and Trademark Office, as applicable, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Copyright Office or Patent and Trademark Office requests and inquiries. Except as would not have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Secured Party in, any material Collateral, each Grantor also agrees to preserve and maintain all rights in the Collateral (except for the Trademarks set forth in Schedule F). Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantors. Each Grantor further agrees to retain experienced patent, trademark and copyright attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of any Grantor or the Secured Party in, any material Collateral, no Grantor shall, without the Secured Party's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright listed in Schedule A or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any License listed in Schedule B. Each Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to the Secured Party under this Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If any Grantor fails to comply with any of the foregoing provisions of Section 5.5, the Secured Party shall have the right (but shall not be obligated) to do so on behalf of such Grantor to the extent permitted by law, but at Grantors' expense, and each Grantor hereby agrees, jointly and severally, to reimburse the Secured Party in full for all expenses, including the fees and disbursements of counsel incurred by the Secured Party in procuring, protecting, defending and maintaining the Collateral. In the event that any Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Security Agreement, the Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Grantor, and all monies so paid out shall be Secured Obligations of Grantors repayable on demand, together with interest at the rate applicable to the Loan.

5.6 Notification Regarding Changes in Intellectual Property. Each Grantor shall promptly advise the Secured Party of any right, title or interest of such Grantor obtained after the date hereof in or to any material Copyright, Patent, Trademark or License not specified on Schedule A hereto, the provisions of Section 2 above shall automatically apply thereto, and each Grantor hereby authorizes and appoints the Secured Party as such Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and pursuant to Schedule D, to make any additional filings. Each Grantor hereby authorizes the Secured Party to modify this Security Agreement by amending Schedules A and B to include any future Copyrights, Patents, Trademarks or Licenses that are Collateral under Section 2 above. the Secured Party will make good faith efforts to provide copies of such amended Schedules A and B to Grantors, provided that, the Secured Party's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective. In addition to any requirements in this Security Agreement for notification, each Grantor shall also provide the Secured Party with quarterly reports that identify the status of the Collateral, any new Copyrights, Patents, Trademarks and/or Licenses, any newly filed applications, the status of any pending applications, the payment of any maintenance or renewal fees, the status of Litigation and licensing, any threats of Litigation, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Collateral.

5.7 Defense of Intellectual Property. Each Grantor shall (i) protect, defend and maintain the validity and enforceability of all material current and future Copyrights, Patents and Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Copyrights, Patents and Trademarks and promptly advise the Secured Party in writing of material infringements detected and (iii) not allow any material Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public. Grantors shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Collateral without the prior written consent of the Secured Party, such consent not to be unreasonably withheld, nor shall any Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, the Secured Party shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could affect the rights in, validity or enforceability of the Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could affect value, validity or enforceability of, or any rights of any Grantor or the Secured Party in, the Collateral must be approved, in writing, by the Secured Party.

5.8 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written reasonable request of the Secured Party, and at the sole expense of Grantors, each Grantor shall promptly and duly execute and deliver any and all such further instruments and documents (including, without limitation, control agreements) and take such further action as the Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, facilitating the filing of UCC-1 Financing Statements in all applicable jurisdictions and this Security Agreement (and any amendment

hereto) or any other document that the Secured Party may reasonably deem necessary, including, without limitation, any filing described in Schedule D or any other collateral assignment, (and any amendments thereto) with the United States Copyright Office, Patent and Trademark Office and/or the state or foreign equivalents of these offices, as applicable.

5.9 Right of Inspection and Audit. Upon reasonable notice to each Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Secured Party shall at all times have full and free access during normal business hours (or during an Event of Default at any time) to all the books, records, correspondence, office, facilities and operations of the Grantors, including, without limitation, Grantors' quality control processes, and the Secured Party or any agents or representatives of the Secured Party may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to the Secured Party, at Grantors' cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto, provided, however, that (unless an Event of Default has occurred and is continuing) (a) Grantor shall have the right to be present during the Secured Party's examination and (b) such examination shall not unreasonably interfere with the conduct of Grantor's business.

5.10 Continuous Perfection. No Grantor shall change its name, identity, corporate structure, jurisdiction of organization or corporation identification number in any manner which might make any financing or continuation statement filed in connection herewith seriously misleading within the meaning of Section 9-506 of the UCC (or any other then applicable provision of the UCC) unless such Grantor gives the Secured Party thirty (30) days prior written notice thereof and takes all action necessary or reasonably requested by the Secured Party to amend such financing statement or continuation statement so that it is not seriously misleading.

5.11 Power of Attorney. Effective only upon the occurrence and during the continuation of an Event of Default, each Grantor hereby irrevocably appoints the Secured Party (and any of the Secured Party's designated officers or employees) as such Grantor's true and lawful attorney to in accordance with the terms hereof: (a) send requests for verification of Accounts and Licenses or notify account debtors or licensees of the Secured Party's security interest in the Accounts and Licenses; (b) endorse such Grantor's name on any checks or other forms of payment or security that may come into the Secured Party's possession in connection with the Collateral; (c) sign such Grantor's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts and Licenses, verifications of Accounts and Licenses, and notices to account debtors and licensees, (d) make, settle and adjust all claims under and decisions with respect to such Grantor's policies of insurance relating to the Collateral; (e) settle and adjust disputes and claims respecting the Accounts and Licenses directly with account debtors and licensees, for amounts and upon terms which the Secured Party determines to be reasonable; (f) modify, in its sole discretion, any intellectual property security agreement entered into between such Grantor and the Secured Party without first obtaining such Grantor's approval of or signature to such modification by amending reference to any right, title or interest in any Copyright, Patent, Trademark or License, acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark or License, in which any Grantor no longer has or claims any right, title or interest; (g) file, in its sole discretion, one or more financing or continuation

statements and amendments thereto, relative to any of the Collateral without the signature of such Grantor where permitted by law; (h) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Collateral, (i) take any other actions with respect to the Collateral as the Secured Party deems in the best interest of the Secured Party (consistent with any enforceable restrictions in Licenses to any Grantor); (j) grant or issue any exclusive or non-exclusive license under the Collateral to anyone (consistent with any enforceable restrictions in Licenses to any Grantor) or (k) assign, pledge, convey or transfer title in or dispose of the Collateral to anyone, including the Secured Party or a third party to the extent permitted under the UCC, free and clear of any encumbrance upon title thereof (other than any encumbrance created by this Security Agreement and consistent with any enforceable restrictions in Licenses to any Grantor). The appointment of the Secured Party as each Grantor's attorney in fact, and each and every one of the Secured Party's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and the Secured Party's obligation to provide advances hereunder is terminated. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Security Agreement.

6. RIGHTS AND REMEDIES UPON DEFAULT.

6.1 If any Event of Default shall occur and be continuing, the Secured Party may exercise in addition to all other rights and remedies granted to it under this Security Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, each Grantor expressly agrees that in any such event, and during the existence and continuation of an Event of Default, the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof (consistent with any enforceable restrictions in Licenses to any Grantor), in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption each Grantor hereby releases. the Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 6.4 hereof, each Grantor remaining liable for any deficiency remaining unpaid after such application, and to the extent required by the UCC, only after so paying over such net proceeds and after the payment by the Secured Party of any other amount required by any provision of law, need the Secured Party account for the surplus, if any, to the Grantors. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral except such as arise out of

the gross negligence or willful misconduct of the Secured Party. Each Grantor agrees that the Secured Party need not give more than ten (10) days' notice (which notification shall be deemed given when mailed or delivered on an overnight basis, postage prepaid, addressed to each Grantor at its address set forth on the signature page hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. The Grantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which the Secured Party is entitled, the Grantors also being liable for the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency.

6.2 Each Grantor also agrees, jointly and severally, to pay all fees, costs and expenses of the Secured Party, including, without limitation, reasonable attorneys' fees, reasonably incurred in connection with the enforcement of any of its rights and remedies hereunder.

6.3 Each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

6.4 The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Secured Party in the following order of priorities:

FIRST, to the Secured Party in an amount sufficient to pay in full the reasonable costs of the Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances reasonably incurred or made by the Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

SECOND, to the Secured Party, for the benefit of the Note Holders, in an amount equal to the then unpaid Secured Obligations (other than Contingent Reimbursement Obligations); and

FINALLY, upon payment in full of the Secured Obligations (other than Contingent Reimbursement Obligations), to the Grantors or their representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

7. SECURED PARTY'S RIGHT TO SUE. From and after the occurrence and during continuation of an Event of Default, the Secured Party shall have a right, but shall in no way be obligated, to bring suit for past, present and future damages in its own name and for its own benefit to enforce the Copyrights, Patents, Trademarks and Licenses, and if the Secured Party commence any such suit, each Grantor shall, at the request of the Secured Party, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

8. LIMITATION ON SECURED PARTY'S DUTY IN RESPECT OF COLLATERAL. The Secured Party shall deal with the Collateral in the same manner as it deals with similar property for its own account. The Secured Party shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as any Grantor requests in writing, but failure of the Secured Party to comply with any such request

shall not in itself be deemed a failure to act reasonably and no failure of the Secured Party to do any act not so requested shall be deemed a failure to act reasonably.

9. MISCELLANEOUS.

9.1 **No Waiver; Cumulative Remedies.**

9.1.1 The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

9.1.2 The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC. Recourse to security will not be required at any time.

9.1.3 None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by each Grantor and the Secured Party.

9.2 **Releases.**

9.2.1 This Security Agreement is made for collateral purposes only. Subject to Section 9.2.2 below, upon such time as the Secured Obligations (other than Contingent Reimbursement Obligations) shall have been paid and performed in full and the Note Holders have no further obligations under or with respect to the Junior Notes Agreement (other than Contingent Reimbursement Obligations), the Collateral shall be automatically released from the Liens created hereby, and this Security Agreement and all obligations of the Secured Party and the Grantors hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Grantors. At the request and sole expense of any Grantor following any such termination the Secured Party shall deliver to Grantors all termination statements, releases or other instruments as may be necessary or proper to re-vest in the Grantors (without recourse to or warranty by the Secured Party, except for encumbrances created by the Secured Party, provided that no such recourse or warranty shall apply to any Collateral sold or otherwise disposed of by the Secured Party pursuant to this Security Agreement) full title to the Collateral granted in this Security Agreement, subject to any acceptance or disposition of Collateral which may have been made by the Secured Party pursuant to this Security Agreement.

9.2.2 This Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the

Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a “voidable preference,” “fraudulent conveyance” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 9.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this Security Agreement in any manner.

9.3 Successor and Assigns. This Security Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and permitted assigns of such Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, any future holder of any of the Secured Obligations and their respective successors and assigns. The Secured Party may, without cost or expense to any Grantor, assign all or any part of, or any interest (undivided or divided) in, the Secured Party’s rights and benefits under this Security Agreement including, without limitation, the right, title or interest in and to the Collateral. To the extent of any assignment by the Secured Party, the assignee shall have the same rights and benefits against each Grantor hereunder as it would have had if such assignee were the Secured Party. No Grantor may assign this Security Agreement without the prior written consent of the Secured Party, which consent may be granted or withheld at the sole discretion of the Secured Party. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to the Secured Party hereunder.

9.4 Notices. All notifications and other communications permitted or required under this Agreement shall be in writing. Notices shall be effective upon delivery if delivered to the party entitled to receive the same by hand, or five days after deposit if deposited in the United States Mail (Certified Mail, Postage Prepaid, Return Receipt Requested), or one Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery with written verification of receipt, addressed to such party at the address set forth on the signature page hereof.

9.5 Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

9.6 Severability. If any provision of this Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law.

9.7 Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT

AND THE SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE EXCEPT TO THE EXTENT THAT PERFECTION OR THE EFFECT OF PERFECTION OF ANY SECURITY INTEREST IN THE COLLATERAL MAY BE GOVERNED BY THE LAWS OF ANY OTHER JURISDICTION.

9.8 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS SECURITY AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE STATE OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SECURITY AGREEMENT FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF PARTIES HERETO IRREVOCABLY WAIVES (I) TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT AND (II) ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE SECURED PARTY TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

9.9 Advice of Counsel. Each Grantor represents to the Secured Party that such Grantor's attorneys have reviewed this Security Agreement and that it has discussed this Security Agreement with its attorneys.

9.10 Section and Heading Titles. The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this Security Agreement.

9.11 No Inconsistent Requirements. This Security Agreement, the General Security Agreement and the Related Documents may use or require several different limitations, requirements, covenants, representations, warranties, tests or measurements ("Limitations") to regulate the same or similar matters. All such Limitations, are cumulative and shall each be performed, observed or complied with in accordance with their terms.

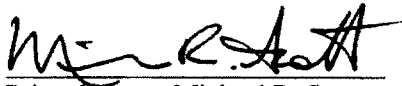
9.12 Intercreditor Arrangements. This Security Agreement is subject to an Intercreditor Agreement among the Note Holders, the Loan Agent, the Secured Party, and the Grantors, and any successor or assignee of any party hereto shall be bound by such Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

THE SECURED PARTY ACKNOWLEDGES AND AGREES THAT, ANY PROVISION OF THIS SECURITY AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNTIL (I) OBLIGATIONS (AS DEFINED IN THE LOAN AGREEMENT) OTHER THAN INACTIVE CONTINGENT OBLIGATIONS (AS DEFINED IN THE LOAN AGREEMENT) HAVE BEEN PAID IN FULL, THE GRANTORS SHALL NOT BE REQUIRED TO ACT OR REFRAIN FROM ACTING UNDER THIS AGREEMENT WITH RESPECT TO ANY COLLATERAL ON WHICH GMAC CF HAS A LIEN SUPERIOR IN PRIORITY (UNDER THE TERMS OF THE INTERCREDITOR AGREEMENT) TO THE SECURED PARTY'S LIEN THEREON IN ANY MANNER THAT WOULD RESULT IN A DEFAULT UNDER THE TERMS AND PROVISIONS OF THE LOAN AGREEMENT AND OTHER DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT).

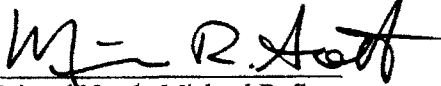
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IN WITNESS WHEREOF, each of the parties hereto has caused this IP Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

WISE FOODS, INC.

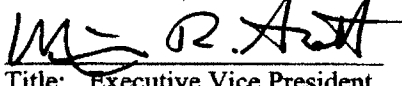
By: 
Printed Name: Michael R. Scott
Title: Executive Vice President
and Chief Financial Officer

MOORE'S QUALITY SNACK FOODS, INC.

By: 
Printed Name: Michael R. Scott
Title: Executive Vice President
and Chief Financial Officer

ADDRESS OF GRANTOR: <u>Corporate Headquarters</u> 228 Raseley Street Berwick, PA 18603	ADDRESS OF GRANTOR: <u>Corporate Headquarters</u> 228 Raseley Street Berwick, PA 18603
TYPE OF ORGANIZATION: Corporation JURISDICTION OF ORGANIZATION: Delaware CORPORATE ID NUMBER: 2556361	TYPE OF ORGANIZATION: Corporation JURISDICTION OF ORGANIZATION: Virginia CORPORATE ID NUMBER: 0367970-1

PEP SNACK FOODS, INC.

By: 
Title: Executive Vice President
and Chief Financial Officer

WFI, INC.

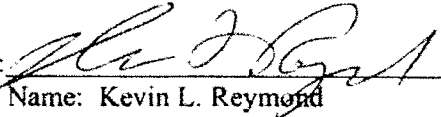
By: 
Title: Executive Vice President
and Chief Financial Officer

ADDRESS OF GRANTOR: <u>Corporate Headquarters</u> 228 Raseley Street Berwick, PA 18603	ADDRESS OF GRANTOR: <u>Corporate Headquarters</u> 228 Raseley Street Berwick, PA 18603
TYPE OF ORGANIZATION: Corporation JURISDICTION OF ORGANIZATION: Delaware CORPORATE ID NUMBER: 3279696	TYPE OF ORGANIZATION: Corporation JURISDICTION OF ORGANIZATION: Delaware CORPORATE ID NUMBER: 2558947

[Signature Page to Amended and Restated IP Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

PCM AGENT, LLC

By: 
Name: Kevin L. Reymond
Title:

[Signature Page to Amended and Restated IP Security Agreement]

Schedule A To Security Agreement

INTELLECTUAL PROPERTY

Copyrights

Owner: Wise Foods Inc.

Registration No.	Title	Published	Registered
VA-1-059-232	Dizzy Dude	08/02/99	08/09/00

Trademarks

I. United States Trademarks

Owner: Wise Foods Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Big Munch!	74/078,021	7/13/90	1,659,915	10/8/91	29 – potato chips 30 – corn chips, tortilla chips, baked and fried cheese flavored corn snack twists and popped cheese popcorn
Bravos	596,432	5/2/86	1,434,129	3/24/87	30 – tortilla chips
Cheez Doodles	72/009,551	6/4/56	644,839	4/30/57	30 – cheese flavored corn curls
Dipsy Doodles	58,208	9/2/58	690,326	12/22/59	30 – corn chips
Dizzy Doodles	75/679,291	4/8/99	2,476,347	8/7/01	30 – corn based snack foods
Doodle O's	74/222,369	11/18/91	1,747,875	1/19/93	30 – puffed corn snacks
Doodles	74/298,408	7/27/92	1,793,250	9/14/93	30 – fried corn puffs and baked corn puffs
Fox Z. Doodle	76/684,560	12/3/07	3,465,062	7/15/08	30 – puffed snack products – namely, puffed snacks made from wheat
Nacho Twisters	76/168505	11/20/00	2,524,803	1/1/02	30 – corn based snacks
New York Deli Potato Chips in Circular Logo	73/533,378	4/22/85	1,398,687	6/24/86	29 – potato chips
New York Deli	73/535,587	5/3/85	1,396,992	6/10/86	29 – potato chips
Peppy and Owl Design	33,313	7/5/57	669,985	11/18/58	29 – potato chips
Q & Design	73/696,406	11/19/87	1,501,540	8/23/88	30 – pretzels
Quinlan	696,405	11/19/87	1,502,387	8/30/88	30 – pretzels
Rep. Of Owl	73/386,014	9/16/82	1,314,859	1/15/85	29 – potato chips
Ridgies (Stylized Letters)	71/686,712	5/2/55	624,150	3/27/56	29 – potato chips
Ridgies	73/428,290	6/1/83	1,286,199	7/17/84	29 – potato chips

Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Wise	75/181,571	10/15/96	2,325,068	3/7/00	29 – snacks, namely, potato chips, onion rings, fried pork rinds, processed nuts, dry dip mix, and non-dairy based canned dips 30 – snacks, namely, cheese flavored corn puffs, tortilla chips, popped popcorn, corn chips, cheese snack crackers, cookies and brownies
Wise Owl Logo	75/181,572	10/15/96	2,105,371	10/14/97	29 – snacks, namely potato chips, onion rings, fried pork rinds, processed nuts; dry dip mix, and non dairy-based canned dips 30 – snacks, namely cheese-flavored corn puffs, tortilla chips, popped popcorn, corn chips, cheese snack crackers, peanut butter snack crackers, cookies and brownies
Wise & Wise Owl Logo	75/181,573	10/15/96	2,325,069	3/7/00	29 – snacks, namely, potato chips, onion rings, fried pork rinds, processed nuts, dry dip mix, and non-dairy based canned dips 30 – snacks, namely cheese flavored corn puffs, tortilla chips, popped popcorn, corn chips, cheese snack crackers, cookies and brownies
Wise Choice	75/094,527	4/19/96	2,054,967	4/22/97	29 – potato chips 30 – popped popcorn, corn chips, tortilla chips, cheese flavored baked corn puffs and pretzels
Wise Choices	76/673,164	2/26/07	3,402,320	3/25/08	29 – potato chips
Wise Choices	76/673,163	2/26/07	3,405,949	4/1/08	30 – corn based snack foods, namely, cheese flavored corn puffs, tortilla chips, popped popcorn, corn chips, cheese snack crackers and pretzels
Wise Cottage Cuts	76/539,188	8/21/03	2,929,463	3/1/05	29 – potato based snack foods
Wisecrackers	75/047663	1/24/96	2,102,108	9/30/97	30 – crackers
Wise & Design	88,885	1/12/60	705,034	9/27/60	29 – potato chips

II. Foreign Trademarks

Owner: Wise Foods Inc.

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Austria	Wise	AM268/89	1/24/89	128423	11/28/89	29 - potato chips and snack foods included in this class 30 - foods made from or containing cereals; snack foods included in this class
Bahamas	Wise & Owl Design	9151	7/27/78	9151	7/21/78	42 - snack foods of all kinds such as potato chips, cereal chips, onion rings and the like; foods and ingredients of foods
Bahrain	Doodle O's	16070	3/22/93	TM/16070	3/9/94	30 - for all goods in class 30, specifically cheese-flavored corn-based snack foods
Bermuda	Wise & Owl Design	8696	8/16/78	8696	8/28/79	29 - snack food of all kinds such as potato chips, onion rings and the like and all other goods included in class 29
Bermuda	Wise & Owl Design	31011	8/27/99	31011	9/1/99	30 - snack foods of all kinds such as cereal chips and the like and all other goods included in class 30
Brazil	Wise	4385-75	3/18/75	006312489	5/10/76	29 - meats, poultry and eggs for consumption, fish and other seafood, fruits, greens, vegetables and cereals
Canada	Cheez Doodles	505631	6/22/83	404357	11/6/92	0 - cheese flavored corn curls
Canada	Dipsy Doodles	505630	6/22/83	404202	10/30/92	0 - corn chips
Canada	La Famous	608351	6/20/88	367856	4/20/90	0 - tortilla chips
Canada	New York Deli Logo	642800	10/17/89	401288	8/14/92	0 - potato chips
Canada	New York Deli (word)	608352	6/2/88	401530	8/21/92	0 - potato chips
Canada	Wise & Rep of Owl Eye	364,285	5/9/73	200,291	7/5/74	0 - potato chips
Chile	Ridgies	217.335	8/14/92	402.319	2/19/93	29 - all goods in this class
Chile	Wise	218.942	9/1/92	403.389	3/17/93	29 - all goods in this class 30 - all goods in this class

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Costa Rica	Wise	2006-5012	6/12/06	166,049	2/9/07	29 - meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; compotes; eggs, milk and milk products; edible oils and fats; potato chips, corn chips, tortilla chips; and snack foods
Costa Rica	Wise	2006-5011	6/12/06	166,070	2/9/07	30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder, salt, mustard; vinegar, sauces (condiments); spices; ice; foods made from or containing cereals; confectionery; popcorn, snack foods.
Ecuador	Cheez Doodles	2252		2435-93	5/20/88	29 - foods and ingredients of foods in this class
Ecuador	Wise & Owl Design	8341	5/5/87	2103-93	7/5/88	29 - meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and other dairy products; edible oils and fats; preserves, pickles
El Salvador	Wise	2006007862 7	6/8/06	19BOOK85	5/25/07	29 - meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; compotes; eggs, milk and milk products; edible oils and fats; potato chips, corn chips, tortilla chips; and snack foods

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
El Salvador	Wise	2006007862 8	6/8/06	19BOOK90	8/22/07	30 – coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder, salt, mustard; vinegar, sauces (condiments); spices; ice; foods made from or containing cereals; confectionery; popcorn, snack foods.
Finland	Wise	255/89	1/19/89	111402	4/5/91	29 - potato chips and snack foods included in class 29 30 - foods made from or containing cereals, snack foods included in class 30
Hong Kong	Bravos	1074/81	4/21/81	784/1983	4/21/81	30 - cereal based snack foods
Hong Kong	Cheez Doodles	1074A/81	4/21/81	139/1985	4/21/81	30 - cheese flavored cereal-based snack foods
Hong Kong	Doodles	5868/87	11/18/87	17/1989	11/18/87	30 - snack foods included in this class
Hong Kong	Peppy & Owl	1086/81	4/21/81	1787/84	4/21/81	29 - snack foods
Hong Kong	Wise & Owl Design	1086A/81	4/21/81	1596/85	4/21/81	29 - snack foods
Hong Kong	Wise & Owl Logo	92/18905	12/7/92	B7782/1998	12/7/92	30 - rice crackers, corn crackers; all included in class 30
Hong Kong	Wise & Owl Logo	92/18904	12/7/92	B7781/1998	12/7/92	29 - potato chips, cheese balls, cheese rings; all being snack foods included in this class
Indonesia	Ridgies		10/31/85	387698	1/28/87	29 - potato chips; meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and other dairy products; edible oils and fats; preserves, pickles
Japan	Wise Spirals & Design	113793/198 9	10/5/89	2567478	8/31/93	32 - meat, eggs, edible marine products, vegetables, fruit and processed foodstuffs
Jordan	Wise			35663	9/24/01	30 – all kinds of chips
Kuwait	Krunchers!	27360	8/16/93	25596	8/16/93	29 – potato chips

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Malaysia	Cottage Fries	1810/84	4/18/84	84/01810	1/9/90	29 - potato chips, snack foods
Malaysia	Krunchers!	93/04536	6/29/93	93/04536	6/29/93	30 - snack foods
Malaysia	Peppy & Owl Design	87/05719	11/30/87	87/05719	11/30/87	29 - snack foods
Malaysia	Wise & Owl Design	M/98502	1/25/83	M/98502	1/25/83	30 - cereal products; cookies and confectionery products
Netherland Antilles	Cheez Doodles	22031	1/21/00	08107	2/28/00	30 - snack foods, potato chips, corn chips, and pretzels
Netherland Antilles	Wise	22030	1/21/00	08108	2/28/00	30 - snack foods, potato chips, corn chips, and pretzels
Nicaragua	Wise	2006-02064	6/13/06	700890LM	4/16/07	29 - meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; compotes; eggs, milk and milk products; edible oils and fats; potato chips, corn chips, tortilla chips; and snack foods
Nicaragua	Wise	2006-02063	6/13/06	0700862LM	4/13/07	30 - coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder, salt, mustard; vinegar, sauces (condiments); spices; ice; foods made from or containing cereals; confectionery; popcorn, snack foods.
Norway	Wise	89.0245	1/19/89	144.319	3/7/91	29 - potato chips; snack products based on potato products and cheese; salted and prepared nuts 30 - foods in the form of cereal products; snack products based on cereals or on bakery products
Oman	Doodle O's	8257	3/13/93	8257	7/22/01	30 - all goods in international class30, specifically cheese flavored corn based snack foods

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Oman	Krunchers!	7322	8/22/92	7322	8/22/02	29 – snack foods, namely potato chips
Panama	Wise	153,801	8/21/06	153,801	3/13/07	29 - meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; compotes; eggs, milk and milk products; edible oils and fats; potato chips, corn chips, tortilla chips; and snack foods
Panama	Wise	153,802	8/21/06	153,802	3/13/07	30 – coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder, salt, mustard; vinegar, sauces (condiments); spices; ice; foods made from or containing cereals; confectionery; popcorn, snack foods.
People's Republic of China	Wise & Owl Logo	9301875	6/26/93	599044	6/20/92	30 – snack foods included in class 30, made wholly or in part of cereals; cereal preparations, cookies and confectionery
People's Republic of China	Wise & Owl Logo	9301874	6/26/93	598915	6/20/92	29 – potato chips, potato crisps, and snack foods made of or from potatoes in whole or in part
Peru	Wise	204970	6/22/92	100007	10/21/92	29 – potato chips, potato crisps and snack foods made from potato in whole or in part
Peru	Wise	204971	6/22/92	100008	10/21/92	30 – snacks made partially or entirely of cereals; preparations made from cereals; crackers and candies
Peru	Wise Choice	204974	6/22/92	100009	10/21/92	29 - potato chips and snacks made partially or entirely from a base of potatoes

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Peru	Wise Choice	204975	6/22/92	100010	10/21/92	30 – snacks made partially or entirely of cereals; preparations made from cereals; crackers and candies
Peru	Wise Owl & Design	204972	6/22/92	015593	8/26/93	29 – potato chips, potato crisps and snack foods made from potatoes, whole or in part
Peru	Wise Owl & Design	204973	6/22/92	015148	11/24/93	30 – snacks made partially or entirely of cereals; preparations made from cereals; crackers and candies
Puerto Rico	Bravos	32,299		32,299	12/31/92	30 – tortilla chips
Puerto Rico	Cheez Doodles		12/20/65	13,990	9/29/66	30 – cheese-flavored corn curls
Puerto Rico	Cottage Fries		12/31/92	32,230	12/31/92	30 – potato chips
Puerto Rico	Krunchers!		2/1/90	29,483	2/1/90	46 – potato chips
Puerto Rico	New York Deli & Design (Logo)			27,236	9/29/86	29 – potato chips
Puerto Rico	Quinlan			32,225	12/31/92	30 – pretzels
Puerto Rico	Wise			32,227	12/31/92	30 - corn chips, corn puffs, potato chips, popcorn and cheese flavored corn puffs
Qatar	Krunchers!	10001	8/24/92	10001	10/9/00	29 – snack foods, namely potato chips
Saudi Arabia	Doodle O's	20517	3/16/93	296/2	11/27/93	30 – coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (except salad dressings); spices; ice
Singapore	Cottage Fries	3170/96	4/1/96	T96/03170E	4/1/96	29 – potato chips, snack foods
Singapore	Ridgies	4451/84	8/27/84	4451/84	8/27/84	30 - snacks, cookies, crackers, candies and chocolates
Singapore	Wise & Owl Design	400/83	1/21/83	400/83	1/21/83	29 - potato chips, potato crisps & snack foods made of or from potatoes in whole or in part

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Singapore	Wise & Owl Design	401/83	1/21/83	401/83	1/21/83	30 - snack food included in class 30, made wholly or in part of cereals; cereal preparations, cookies and confectionery
Syria	Wise & Owl Design	524-36-118879	8/18/93	49471	8/18/93	29 – snacks, namely potato chips, onion rings, processed nuts, dry dip mix and non-dairy based canned dips
Taiwan	Wise & Owl Design	80-13209	5/29/91	538157	10/16/91	24 – snack foods made of or from potatoes in whole or in part, potato chips and potato crisps; cereal preparations, cookies, candies and confectionery; extruded corn snack chips, bars and sticks; cheese flavored corn curls, corn chips, puffed cheese flavored twists, cereal snack bars, cereals, rice crackers, crackers, toasted biscuits, sweet biscuits, oatmeal bars, pop corn, French fries potatoes, fruit and vegetable slice

III. Pending Trademark Applications – Foreign

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Honduras	Wise	22013-2006	6/14/06	---	---	29 - meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; compotes; eggs, milk and milk products; edible oils and fats; potato chips, corn chips, tortilla chips; and snack foods

Honduras	Wise	22012-2006	6/14/06	---	---	30 – coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder, salt, mustard; vinegar, sauces (condiments); spices; ice; foods made from or containing cereals; confectionery; popcorn, snack foods.
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IV. Pending Trademark Applications – United States

Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Wise Owl "Peppy" Logo	78/292,228	8/26/03	---	---	29 – snacks, namely potato chips, onion rings, processed nuts, dry dip mix and non-dairy based canned dips 30- cheese-flavored puffed corn snacks, tortilla chips, popped popcorn, corn chips, cheese snack crackers, peanut butter snack crackers, cookies and brownies.
Cheez Dudes	76/698,684	7/29/09	---	---	30 cheese-flavored puffed corn snacks and cheese-flavored crunchy corn snacks.
Cheez Dudes and Design	76/698,683	7/29/09	---	---	30 cheese-flavored puffed corn snacks and cheese-flavored crunchy corn snacks.

Patents

I. United States

Owner: Wise Foods, Inc.

ISSUE DATE	PATENT NO.	TITLE	EXP. DATE
1/15/91	4,985,269	Continuous Twin Screw Tortilla Chip Process	6/12/10
9/1/98	D397,535	Puffed Food Product	9/1/12
2/4/92	5,085,137	Equipment for Preparation of Potato Chips	6/3/11

II. Foreign

None.

Schedule F to Security Agreement

Moore's Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
Moore's	73/449,282	10/24/83	1,318,386	2/5/85	29 – potato chips, corn chips, tortilla chips, salted peanuts, pork skins, beef jerky, beef sausage 30 – peanut butter, crackers, plain and cheese popped corn, cheese flavored puffed corn snacks and pretzels
Moore's M and Design	73/122,013	4/7/77	1,086,546	2/28/78	29 – potato chips, corn chips and pork skins 30 – popped corn, cheese flavored puffed corn snacks and pretzels