TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in US Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snack Alliance, Inc.		03/31/2010	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as collateral agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3299728	RICEWORKS
Registration Number:	3493349	RICEWORKS
Serial Number:	77774995	AFFORDABLE INDULGENCE
Serial Number:	77311456	BLUE BELL
Registration Number:	2974050	CHEESE PLEESERS
Serial Number:	77726577	CHEF ANGELO'S
Registration Number:	3574024	COUNTRY CRISP
Serial Number:	77513867	CRUNCHFUSED
Registration Number:	3006175	HELPING BUILD AMERICA'S BEST BRANDS
Serial Number:	77256084	MULTIWORKS
Serial Number:	77081386	SALAD CELEBRATIONS
Serial Number:	77884157	SHOW US YOUR GOODNESS
Serial Number:	77884156	
Registration Number:	3489908	SIMPLIMENTAL

OP $390.00 3299728

Registration Number:	2501593	THIN & CRISPY POTATO CHIPS

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155732-0146
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/01/2010

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Snack Alliance, Inc., an Oregon corporation (the "Grantor") with principal offices at 1030 West Georgia Street, Suite 1900, Vancouver BC V6E 2Y3, Canada, hereby assigns and grants to Jefferies Finance LLC, as Collateral Agent, with principal offices at 520 Madison Avenue, New York, NY 10022 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 31, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). At the request and expense of the Grantor, upon or after the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

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Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st day of March, 2010.

SNACK ALLIANCE, INC., Grantor

By _____
Name: FREDRIC KOHLMANN
Title: CFO, SECRETARY

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st day of March, 2010.

SNACK ALLIANCE, INC., Grantor

By_____
Name:
Title:

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee

By_____
Name: E.J. Hess
Title: Managing Director

SCHEDULE A

MARK	APP./REG. NO.	FILING/REG. DATE
RICEWORKS	3,299,728	September 25, 2007
RICEWORKS	3,493,349	August 26, 2008
AFFORDABLE INDULGENCE	77/774995	July 6, 2009
BLUE BELL	77/311456	October 23, 2007
CHEESE PLEESERS	2,974,050	July 19, 2005
CHEF ANGELO'S	77/726577	April 30, 2009
COUNTRY CRISP	3,574,024	February 10, 2009
CRUNCHFUSED	77/513867	July 2, 2008
HELPING BUILD AMERICA'S BEST BRANDS	3,006,175	October 11, 2005
MULTIWORKS	77/256084	August 15, 2007
SALAD CELEBRATIONS	77/081386	January 11, 2007
SHOW US YOUR GOODNESS	77/884157	December 2, 2009
Heart Chip Logo	77/884156	December 2, 2009
SIMPLIMENTAL	3,489,908	August 19, 2008
THIN AND CRISPY POTATO CHIPS and Design	2,501,593	October 30, 2001