

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hatch Chile Company		07/09/2010	CORPORATION: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Mezzanine Fund II LP		
<b>Street Address:</b>	3700 Glenwood Avenue, Suite 530		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3391024	HATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7043315792		
<b>Email:</b>	donna.millard@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St, Hearst Tower 47th Floor		
<b>Address Line 2:</b>	K & L Gates LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2932852.00018TRIANGLEMEZZ		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/ Karl S. Sawyer, Jr./		

OP \$40.00 3391024

**900167219**

**TRADEMARK  
 REEL: 004244 FRAME: 0017**

Date:

07/19/2010

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "*Agreement*") is entered into as of July 9, 2010 by and between **TRIANGLE MEZZANINE FUND II LP**, a Delaware limited partnership ("*Secured Party*") and **HATCH CHILI COMPANY**, a New Mexico corporation ("*Grantor*").

### **RECITALS**

**A.** Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Senior Subordinated Note Purchase Agreement by and among Secured Party, Grantor and **HATCH CHILE CO., LLC**, a Georgia limited liability company, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Secured Party is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Security Agreement executed by Grantor in connection with the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Secured Party and Grantor, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with

respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Note Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies. In the event of any irreconcilable conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to principles of conflicts of law.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

HATCH CHILI COMPANY

By: Stephen H. Dawson

Title: \_\_\_\_\_

[SIGNATURE PAGES CONTINUE]

[Signature Page to Intellectual Property Security Agreement – Hatch Chili Company]

**SECURED PARTY:**

**Address of Secured Party:**

**TRIANGLE MEZZANINE FUND II LP**

By: New Triangle GP, LLC, its General Partner

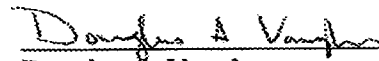
By: Triangle Capital Corporation, its Manager

3700 Glenwood Avenue, Suite 530

Raleigh, NC 27612

Attn: Douglas A. Vaughn

By:



Douglas A. Vaughn

Title: Managing Director

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None.		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
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None.



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
HATCH	3391024	3/12/2007