

**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
Ann's House of Nuts, Inc.		11/12/2010	CORPORATION: MARYLAND
American Importing Company, Inc.		11/12/2010	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Manufacturers and Traders Trust Company
Street Address:	25 South Charles Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2738397	CONTINENTAL NUT COMPANY
Registration Number:	2827188	COYOTE SALSA CRUNCH
Registration Number:	2873359	BACKYARD BBQ PARTY MIX
Registration Number:	2880759	HIKER'S MUNCH
Registration Number:	2972281	TAKE ALONGS
Registration Number:	1743379	ANN'S HOUSE OF NUTS
Registration Number:	1834185	NATURE'S HARVEST
Registration Number:	1850388	QUALITY YOU CAN SEE
Registration Number:	1927887	
Registration Number:	2007847	
Registration Number:	1996720	
Registration Number:	3367142	ANN'S HOUSE
Registration Number:	3376606	DISCOVER A WHOLE NEW WORLD OF SNACKING

CH \$565.00 2738397

Registration Number:	3453418	DISCOVER A WHOLE NEW WORLD OF SNACKING
Registration Number:	3791143	NATURAL DUETS
Registration Number:	3031534	AMPORT FOODS
Registration Number:	2827900	ULTRA BERRY
Registration Number:	2788966	
Registration Number:	2813002	SUNFLOWER SAM
Registration Number:	2855257	FRUIT ADDITIONS
Registration Number:	767951	AMPORT
Serial Number:	85119903	ALL STAR SUNFLOWER SEED SNACKS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	583291
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/29/2010

**Total Attachments: 13**  
source=12-29-10 Anns House of Nuts-TM#page1.tif  
source=12-29-10 Anns House of Nuts-TM#page2.tif  
source=12-29-10 Anns House of Nuts-TM#page3.tif  
source=12-29-10 Anns House of Nuts-TM#page4.tif  
source=12-29-10 Anns House of Nuts-TM#page5.tif  
source=12-29-10 Anns House of Nuts-TM#page6.tif  
source=12-29-10 Anns House of Nuts-TM#page7.tif  
source=12-29-10 Anns House of Nuts-TM#page8.tif  
source=12-29-10 Anns House of Nuts-TM#page9.tif  
source=12-29-10 Anns House of Nuts-TM#page10.tif  
source=12-29-10 Anns House of Nuts-TM#page11.tif  
source=12-29-10 Anns House of Nuts-TM#page12.tif  
source=12-29-10 Anns House of Nuts-TM#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 12<sup>th</sup> of November, 2010 by ANN'S HOUSE OF NUTS, INC., a Maryland corporation and successor-by-merger to House of Nuts Acquisition Corporation, a Delaware corporation, and AMERICAN IMPORTING COMPANY, INC., a Minnesota corporation and successor-by-merger to Amport Acquisition Corporation, a Delaware corporation (together, the "Grantors" and each individually referred to as a "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as administrative agent and collateral agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### WITNESSETH

WHEREAS, House of Nuts Acquisition Corporation, a Delaware corporation and Amport Acquisition Corporation, a Delaware corporation, as borrowers (collectively, "Borrowers"), Snacks Holding Corporation, a Delaware corporation, Snacks Guaranty Corporation, a Delaware corporation, AHON Holding Corp., a Delaware corporation and Amport Guaranty Corporation, a Delaware corporation, as guarantors (collectively, the "Guarantors", together with the Borrowers, the "Loan Parties"), Lenders, Agent, Manufacturers and Traders Trust Company as sole lead arranger and sole book runner, and Siemens Financial Services, Inc. as syndication agent, are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, patents, copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents and Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents and the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed and trademark application listed on Schedule I annexed hereto, each patent listed on Schedule II and each copyright listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks", "Patents," and "Copyrights" respectfully), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Lenders and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated


5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by

law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ANN'S HOUSE OF NUTS, INC.**

By:   
Name: Arthur Stickley  
Title: Chief Financial Officer

**AMERICAN IMPORTING COMPANY, INC.**

By: \_\_\_\_\_  
Name: Andrew H. Stillman  
Title: President

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

**S-1**

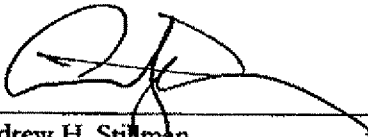
**TRADEMARK  
REEL: 004442 FRAME: 0316**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ANN'S HOUSE OF NUTS, INC.**

By: \_\_\_\_\_  
Name: Arthur Stickle  
Title: Chief Financial Officer

**AMERICAN IMPORTING COMPANY, INC.**

By:  \_\_\_\_\_  
Name: Andrew H. Stillman  
Title: President

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

**S-1**

**Agreed and Accepted,**

**MANUFACTURERS AND TRADERS  
TRUST COMPANY,  
as Agent**

By: Maryanne Gruys  
Name: Maryanne Gruys  
Title: Administrative Vice President

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

**S-2**

**TRADEMARK  
REEL: 004442 FRAME: 0318**

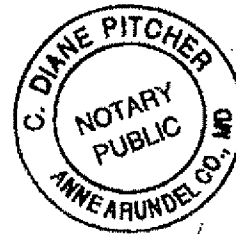


**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 11 of November, 2010, before me personally appeared Arthur Stickle, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Ann's House of Nuts, Inc., that he/she signed the within Agreement pursuant to the authority vested in his/her by law; that the within Agreement is the voluntary act of such company, and he/she desires the same to be recorded as such.

C. Diane Pitcher  
Notary Public  
My Commission Expires:



6/29/11

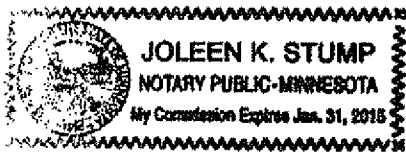
**[COMPANY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Minnesota* : SS  
COUNTY OF *Hennepin* :

On this 11<sup>th</sup> of November, 2010, before me personally appeared *Andrew H. Stump* to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of American Importing Company, Inc. that he/she signed the within Agreement pursuant to the authority vested in his/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

*Joleen K. Stump*  
Notary Public  
My Commission Expires: *Jan 31, 2015*



[COMPANY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

ANN'S HOUSE OF NUTS, INC.

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>
Continental Nut Company	USA	2738397	07/15/2003
Coyote Salsa Crunch	USA	2827188	03/30/2004
Backyard BBQ Party Mex	USA	2873352	08/17/2004
Hiker's Munch	USA	2880759	09/07/2004
Take Alongs	USA	2972281	07/19/2005
Ann's House of Nuts	USA	1743379	12/29/1992
Nature's Harvest	USA	1834185	05/03/1994
Quality You Can See	USA	1850388	08/16/1994
Miscellaneous Design (Ann Hathaway's Cottage)	USA	1927887	10/17/1995
Miscellaneous Design (Horse and Wagon in Color)	USA	2007847	10/15/1996
Miscellaneous Design (Horse and Wagon Without Color)	USA	1996720	08/27/1996
Ann's House	USA	3367142	01/08/2008

MARK	COUNTRY	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
Discover A Whole New World of Snacking	USA	3376606	01/29/2008
Discover A Whole New World of Snacking	USA	3453418	06/24/2009
Natural Duets	USA	3791143	05/18/2010
All Star Sunflower Seed Snacks	USA	85/119903	08/31/2010
Ann's House of Nuts (and design)	UK	2292255	10/04/2002
Quality You Can See	CAN	TMA575937	02/19/2003
Ann's House of Nuts (and design)	ARG	1878411	07/08/2002
Nature's Harvest	International Registration	1834185	10/19/2010

AMERICAN IMPORTING COMPANY, INC.

MARK	COUNTRY	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
Amport Foods	USA	3031534	12/20/2005
Ultra Berry	USA	2827900	03/30/2004
Design Only	USA	2788966	12/02/2003
Sunflower Sam	USA	2813002	02/10/2004
Fruit Additions	USA	2855257	06/15/2004
Amport	USA	0767951	04/07/1964

SCHEDULE II

PATENT REGISTRATIONS

ANN'S HOUSE OF NUTS, INC.

<u>PATENT</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>
Packaged Snack-Food and Carton	USA	6213387	04/10/2001
JAR	USA	D435220	12/19/2000

SCHEDULE III

COPYRIGHT REGISTRATIONS

ANN'S HOUSE OF NUTS, INC.

"Oval V-cut Jar" - Registration No. VA 1150179 registered July 26, 2002

**EXHIBIT 1**

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [ ] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office, and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, \_\_\_\_\_ (“Grantee”), having a place of business at \_\_\_\_\_, is desirous of acquiring said [Trademarks/Patents/Copyrights];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated \_\_\_\_\_, 2010 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents/Copyrights] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark /Patent/Copyright Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_.

[ ]

By: \_\_\_\_\_  
Attorney-in-fact

Witness: