2911218

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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
L.S.I., Inc New Glarus		01/12/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2911218	SUGAR RIVER
Registration Number:	3468713	SUGAR RIVER
Registration Number:	2158773	STRICKLER'S
Registration Number:	1253877	SUGAR RIVER MEATS

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36920

NAME OF SUBMITTER: Dusan Clark

TRADEMARK
REEL: 004452 FRAME: 0645

900181274

Signature:	/Dusan Clark/	
Date:	01/13/2011	
Total Attachments: 5 source=JPMorgan_Link_ Fully Executed 2010 Confirmatory Grant of SI in Trademarks (New Glarus)#page1.tif source=JPMorgan_Link_ Fully Executed 2010 Confirmatory Grant of SI in Trademarks (New Glarus)#page2.tif		

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of January 12, 2011 by and from L.S.I., INC. - NEW GLARUS, a Wisconsin corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee") as Collateral Agent for the Creditors (as defined in the Intercreditor Agreement referenced below).

WHEREAS, JLBJ Holdings, Inc. ("<u>Holdings</u>"), Link Snacks, Inc. (the "<u>Borrower</u>"), the institutions from time to time parties thereto as Lenders (the "<u>Lenders</u>") and the Grantee have entered into a Credit Agreement dated August 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, Holdings, the Borrower, Prudential Investment Management, Inc., the Initial Purchasers named in the Purchaser Schedule attached thereto and each Prudential Affiliate which becomes a party thereto from time to time are party to that certain Note Purchase and Private Shelf Agreement, dated as of December 13, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"; together with the Credit Agreement and the agreements, documents and instruments delivered in connection with any or all of the foregoing (as each may be amended, restated, supplemented or otherwise modified from time to time), the "Senior Indebtedness Documents");

WHEREAS, Grantee was appointed Collateral Agent (the "Collateral Agent") pursuant to that certain Intercreditor and Collateral Agency Agreement, dated as of December 13, 2010, by and among the Administrative Agent (on its behalf and on behalf of the Lenders), Grantee, and each of the "Noteholders" party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Grantor, along with certain other Loan Party Guarantors, has guaranteed the repayment of the Secured Obligations (as defined in the Credit Agreement) pursuant to a Guaranty dated August 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Party Guaranty");

WHEREAS, the Grantor, along with certain other Guarantors, has guaranteed the repayment of the Obligations (as defined in the Note Purchase Agreement) pursuant to a Guaranty dated December 13, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "NPA Guaranty");

WHEREAS, Holdings, the Borrower, the Grantor, along with certain other Loan Parties, entered into a Pledge and Security Agreement dated August 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement");

WHEREAS, Holdings, the Borrower, the Grantor, along with certain other Loan Parties, amended and restated the Existing Security Agreement in its entirety pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of December 13, 2010 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "<u>Trademarks</u>"), which Trademarks are pending or registered with the United States Patent and Trademark Office;

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Senior Indebtedness Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) <u>The Security Interest.</u>

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all Obligations, (ii) all of the obligations and liabilities of the Loan Party Guarantors under the Loan Party Guaranty and (iii) all of the obligations and liabilities of the Guarantors under the NPA Guaranty. Upon the payment in full of all Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.
- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

By:		
·		
Name:		
Title:		

L.S.I., INC. - NEW GLARUS

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks
(L.S.I., Inc. – New Glarus)

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
SUGAR RIVER	78342918	12/18/2003	2911218	12/14/2004
SUGAR RIVER & DESIGN	77097955	2/2/2007	3468713	7/15/2008
STRICKLER'S	75276427	4/17/1997	2158773	5/19/1998
SUGAR RIVER & DESIGN	73287014	11/24/1980	1253877	10/11/1983

RECORDED: 01/13/2011