

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
ATTUNE FOODS, INC.		12/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3229842	EREWHON
Registration Number:	2999225	UNCLE SAM
Registration Number:	2849801	GRAHAM-WICHES
Registration Number:	2694473	NEW MORNING
Registration Number:	2219627	COCOMOTION
Registration Number:	2018382	RICE TWICE
Registration Number:	1878790	UNCLE SAM
Registration Number:	1756201	BANANA O'S
Registration Number:	1729653	U.S. MILLS
Registration Number:	1694682	EREWHON
Registration Number:	1680526	OUR GREAT TASTE COMES NATURALLY
Registration Number:	1701981	EREWHON
Registration Number:	1665522	APPLE STROODLES

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Registration Number:	1536604	AZTEC
Registration Number:	1470855	NEW MORNING
Registration Number:	1459416	FRUIT-E-O'S
Registration Number:	1421349	BARLEY PLUS
Registration Number:	1333486	EREWHON
Registration Number:	1427655	OATIOS
Registration Number:	3370897	GOOD HEALTH BEGINS WITHIN!
Registration Number:	3287147	KEEPS YOUR BODY HUMMING
Registration Number:	3287144	ATTUNE
Registration Number:	3292181	KEEPS YOUR BODY HUMMING
Registration Number:	3304524	GOOD HEALTH BEGINS WITHIN
Registration Number:	3336806	ATTUNE
Registration Number:	3373610	PROBIOTICS GOOD FOR LIFE!
Serial Number:	77438194	ATTUNE
Serial Number:	77406878	ATTUNE
Serial Number:	77406870	ATTUNE
Serial Number:	77406856	ATTUNE

CORRESPONDENCE DATA

Fax Number: (919)354-1278
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9193143086
Email: loandocsdept@square1bank.com
Correspondent Name: Square 1 Bank
Address Line 1: 406 Square 1 Bank
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	08/18/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2010 by and between SQUARE 1 BANK ("Bank") and ATTUNE FOODS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank 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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank, 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 Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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 may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

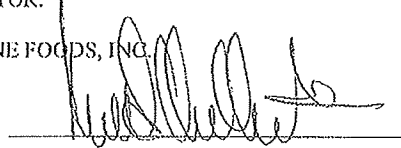
535 Pacific Avenue, 3rd Floor
San Francisco, CA 94133

Attn: Chief Executive Officer

GRANTOR:

ATTUNE FOODS, INC.

By:



Title:

CEO

Address of Bank:

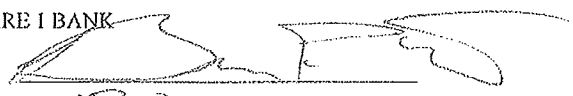
406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By:



Title:

VISO

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Probiotic food, process for its preparation and dietary regimen	11653334	1/11/07
Laser marking user interface	11743117	5/1/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
EREWHON	78911342	6/19/06
GOOD HEALTH BEGINS WITHIN! KEEPS YOUR BODY HUMMING	78961045	8/25/06
ATTUNE	78945697	8/4/06
KEEPS YOUR BODY HUMMING	78911772	6/19/06
GOOD HEALTH BEGINS WITHIN	78867344	4/21/06
ATTUNE	78867343	4/21/06
UNCLE SAM	78808468	2/6/06
GRAHAM-WICHES	78394081	3/31/04
EREWHON STRAWBERRY CRISP	78237402	4/14/03
NEW MORNING	77626178	12/4/08
ATTUNE	77122976	3/6/07
ATTUNE	77438194	4/2/08
ATTUNE	77406878	2/26/08
ATTUNE	77406870	2/26/08
ATTUNE	77406856	2/26/08
PROBIOTICS GOOD FOR LIFE!	77056704	12/4/06
NEW MORNING	76061269	6/1/00
COCOMOTION	75276894	4/17/97
RICE TWICE	74660270	4/7/95
UNCLE SAM	74488212	2/8/94
BANANA O'S	74243496	2/5/92
U.S. MILLS	74178340	6/21/91
EREWHON	74150127	3/22/91
OUR GREAT TASTE COMES NATURALLY	74150034	3/22/91
EREWHON	74143426	3/1/91
APPLE STROODLES	74059234	5/15/90
AZTEC	73744842	8/8/88
NEW MORNING	73656158	4/20/87
FRUIT-E-O'S	73610622	7/21/86
BARLEY PLUS	73601664	6/2/86
EREWHON	73481103	5/21/84
OATIOS	73480149	5/14/84
EREWHON	72429054	7/3/72