

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATTUNE FOODS, INC.		12/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SQUARE 1 BANK		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3668808	EREWHON STRAWBERRY CRISP	
<b>Registration Number:</b>	3316957	NEW MORNING	
<b>Registration Number:</b>	0969721	EREWHON	
<b>Serial Number:</b>	85287106	UNCLE SAM	
<b>Serial Number:</b>	85210879	ATTUNE FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)354-1278		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9193143086		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	Square 1 Bank		
<b>Address Line 1:</b>	406 Blackwell Street		
<b>Address Line 2:</b>	Suite 240		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27701		

**CH \$140.00 3668808**

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	08/18/2011
<b>Total Attachments: 5</b> source=Attune Foods Inc - IPSA#page1.tif source=Attune Foods Inc - IPSA#page2.tif source=Attune Foods Inc - IPSA#page3.tif source=Attune Foods Inc - IPSA#page4.tif source=Attune Foods Inc - IPSA#page5.tif	

## 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

<b>Title</b>	<b>Registration Number or Serial Number</b>	<b>Registration Date or Application Date</b>
UNCLE SAM	85287106	4/5/2011
ATTUNE FOODS	85210879	1/5/2011
EREWHON STRAWBERRY CRISP	3668808	8/18/2009
NEW MORNING	3316957	10/23/2007
EREWHON	0969721	10/02/1973