

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dale and Thomas Popcom, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
Popcom, Indiana LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
Pico Franchising, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
Popcom, Indiana-OS, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
DTG Holdco, Inc.		12/21/2011	CORPORATION: DELAWARE
Dale and Thomas Growers, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Access Capital, Inc.
<b>Street Address:</b>	405 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3801257	CHEF ED
Registration Number:	3165343	WE ARE POPCORN
Registration Number:	3209833	POPCORN, INDIANA
Registration Number:	3309223	POPSTERS
Registration Number:	3262691	SHARE SOME
Registration Number:	3114351	SHARE SOME
Registration Number:	3140704	POPCORN, INDIANA

CH \$515.00 3801257

Registration Number:	3665087	DALE & THOMAS POPCORN
Registration Number:	3221477	DALE & THOMAS
Registration Number:	3221478	DALE & THOMAS POPCORN
Registration Number:	3179790	DALE & THOMAS POPCORN
Registration Number:	3259218	DRIZZLECORN
Registration Number:	3018746	DALE & THOMAS POPCORN
Registration Number:	3904072	POPCORN, INDIANA
Registration Number:	3971846	CHIPINS
Registration Number:	3971830	CHIPINS
Registration Number:	3979189	MUNCH BETTER
Registration Number:	3855593	POPCORN, INDIANA
Registration Number:	3981867	REACH FOR THE RED
Registration Number:	3248859	LILY

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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:	037800
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/28/2011

**Total Attachments: 14**

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**TRADEMARK**  
**REEL: 004687 FRAME: 0750**



ATTACHMENT PAGE

Box 1 –Names of Additional Conveying Parties:

Popcorn, Indiana LLC  
One Cedar Lane  
Englewood, New Jersey 07631  
- Delaware limited liability company

Pico Franchising, LLC  
One Cedar Lane  
Englewood, New Jersey 07631  
- Delaware limited liability company

Dale and Thomas Growers, LLC  
One Cedar Lane  
Englewood, New Jersey 07631  
- Delaware limited liability company

Popcorn, Indiana-OS, LLC  
One Cedar Lane  
Englewood, New Jersey 07631  
- Delaware limited liability company

DTG Holdco, Inc.  
One Cedar Lane  
Englewood, New Jersey 07631  
- Delaware corporation

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, this "Agreement"), dated as of December 21, 2011, is made by DALE AND THOMAS POPCORN, LLC, POPCORN, INDIANA LLC, PICO FRANCHISING, LLC, DALE AND THOMAS GROWERS, LLC, POPCORN, INDIANA-OS, LLC and DTG HOLDCO, INC. (each, a "Grantor" and collectively the "Grantors") in favor of ACCESS CAPITAL, INC. ("Access Capital").

WHEREAS, pursuant to that certain Loan and Security Agreement, to be hereafter entered into (as amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantors and Access Capital, Access Capital will agree to provide certain financial accommodations to the Grantors; and

WHEREAS, Access Capital is willing to extend financial accommodations to the Grantors as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Access Capital this Agreement.

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

### Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- (b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which any Grantor is a licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, shop rights, know-how, information, databases, rights of publicity, software (except to the extent such software is not assignable by its terms), and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and

Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

“Licenses” means, as applicable, any Patent Licenses, Trademark Licenses and Copyright Licenses.

“Material Intellectual Property” means Intellectual Property that is owned by or licensed to a Grantor and material to the conduct of any Grantor’s business.

“Obligations” shall have the meaning provided thereto in the Loan Agreement.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

“Patent Licenses” means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Trademarks” means all trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, URLs, all websites and the “look and feel” of all such websites (including, without limitation, each such website’s particular typefaces, color schemes, programming code themes and the like), trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, or any other registry.

“Trademark Licenses” mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

“UCC” shall have the meaning provided thereto in the Loan Agreement.

- (c) All schedules hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the schedules hereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term

“including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the schedules to this Agreement to sections and schedules shall refer to the corresponding sections and schedules of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Loan Agreement or the Ancillary Agreements shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) Except as otherwise specifically set forth herein with respect to any provisions in the Loan Agreement covering Intellectual Property, in the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the Loan Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to Access Capital of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Access Capital a continuing security interest in and Lien upon all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

- (a) Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto, subject to the terms of such Trademark Licenses;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto, subject to the terms of such Patent Licenses;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto, subject to the terms of such Copyright Licenses;
- (d) Material Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property (if licensed, subject to the terms of the applicable License(s)), including injury to the



goodwill associated with any Trademark, and all causes of action for the same; and

- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to Access Capital, in addition to the representations and warranties contained in the Loan Agreement and Ancillary Agreements, that:

- (a) such Grantor does not own, in whole or in part, any Material Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto;
- (b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor;
- (c) no Material Intellectual Property has been licensed or sublicensed by such Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto;
- (d) all Material Intellectual Property owned by such Grantor, including the items set forth on Schedules I to IV, and, to such Grantor's knowledge, all Material Intellectual Property licensed to such Grantor, is subsisting in good standing, valid, and enforceable and such Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by such Grantor in full force and effect;
- (e) such Grantor has been using statutory notice of registration in connection with its use of registered Trademarks (to the extent constituting Material Intellectual Property), proper marking practices in connection with the use of Patents (to the extent constituting Material Intellectual Property), and appropriate notice of

copyright in connection with the publication of Copyrighted material (to the extent constituting Material Intellectual Property);

- (f) such Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with their licensed products and services; and
- (g) this Agreement is effective to create a valid security interest in favor of Access Capital in all of such Grantor's Intellectual Property. Upon the (i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Patents set forth on Schedule I hereto and the United States Trademarks set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), and (ii) the filing of all appropriate UCC-1 financing statements, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Access Capital's Lien on such Grantor's Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Access Capital, from and after the date of this Agreement, and in addition to the covenants in the Loan Agreement and Ancillary Agreements, that:

- (a) Such Grantor shall notify Access Capital immediately if it knows or has reason to know that any application or registration relating to any Material Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall take all actions necessary, or reasonably requested by Access Capital, to maintain and pursue each application, for registration in respect of the Material Intellectual Property owned by Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) In the event that any Material Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Access Capital promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Material Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit

for injunctive relief and damages where reasonable and cost effective to do so (provided that such Grantor must initiate suit in all cases where the failure to do so could reasonably be expected to have a Material Adverse Effect) and shall take such other actions as are commercially reasonable, or as Access Capital shall deem appropriate in the good faith exercise of its commercially reasonable discretion under the circumstances to protect such Grantor's rights in such Material Intellectual Property;

- (d) Such Grantor shall use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Material Intellectual Property;
- (e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) Such Grantor shall take all steps necessary (as determined by such Grantor in the exercise of its good faith business judgment) to protect the secrecy of all trade secrets material to its business; and
- (g) to the knowledge of such Grantor, neither the conduct of such Grantor's business nor its use of the Material Intellectual Property owned by such Grantor is interfering with, infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party.

Section 5. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to Access Capital pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Access Capital with respect to the Collateral made and granted herein are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Loan Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Loan Agreement covering Intellectual Property, the provisions herein shall control.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or

otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors, jointly and severally, hereby indemnify and hold Access Capital harmless from and against any claim, suit, loss, damage or expense (including reasonable outside attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

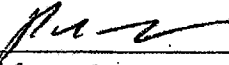
Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon Payment in Full of all Obligations and irrevocable termination of the Loan Agreement and the Ancillary Agreements.

Section 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

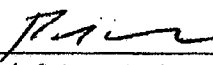
[Signature Page to Follow]

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

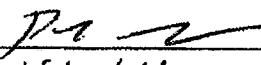
DALE AND THOMAS POPCORN, LLC

By:   
Name: Paul Schentfeld  
Title: CFO

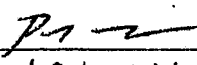
POPCORN, INDIANA, LLC

By:   
Name: Paul Schentfeld  
Title: CFO

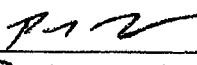
PICO FRANCHISING, LLC

By:   
Name: Paul Schentfeld  
Title: CFO

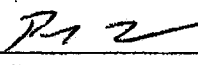
DALE AND THOMAS GROWERS, LLC

By:   
Name: Paul Schentfeld  
Title: CFO

POPCORN, INDIANA-OS, LLC

By:   
Name: Paul Schentfeld  
Title: CFO

DTG HOLDCO, INC.

By:   
Name: Paul Schentfeld  
Title: CFO

ACCEPTED AND ACKNOWLEDGED:

ACCESS CAPITAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

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

DALE AND THOMAS POPCORN, LLC

By: \_\_\_\_\_  
Name:  
Title:

POPCORN, INDIANA, LLC

By: \_\_\_\_\_  
Name:  
Title:

PICO FRANCHISING, LLC

By: \_\_\_\_\_  
Name:  
Title:

DALE AND THOMAS GROWERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

POPCORN, INDIANA-OS, LLC

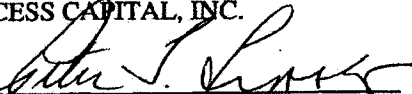
By: \_\_\_\_\_  
Name:  
Title:

DTG HOLDCO, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED:

ACCESS CAPITAL, INC.

By:   
Name: PETER T. LIPSKY  
Title: VICE PRESIDENT

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>MARK</u>	<u>DESIGN TYPE</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DALE & THOMAS POPCORN, LLC	CHEF ED	Block Letters	US	3801257	06-8-10
DALE & THOMAS POPCORN, LLC	WE ARE POPCORN	Block Letters	US	3165343	10-31-06
DALE & THOMAS POPCORN, LLC	POPCORN, INDIANA	Word and Design	US	3209833	02-13-07
DALE & THOMAS POPCORN, LLC	POPSTERS	Block Letters	US	3309223	10-09-07
DALE & THOMAS POPCORN, LLC	SHARE SOME	Block Letters	US	3262691	07-10-07
DALE & THOMAS POPCORN, LLC	SHARE SOME	Block Letters	US	3114351	07-11-06
DALE & THOMAS POPCORN, LLC	POPCORN, INDIANA	Block Letters	US	3140704	09-05-06

DALE & THOMAS POPCORN, LLC	DALE & THOMAS POPCORN	Word and Design	US	3665087	08-04-09
DALE & THOMAS POPCORN, LLC	DALE & THOMAS	Block Letters	US	3221477	03-27-07
DALE & THOMAS POPCORN, LLC	DALE & THOMAS POPCORN	Block Letters	US	3221478	03-27-07
DALE & THOMAS POPCORN, LLC	DALE & THOMAS POPCORN	Word and Design	US	3179790	12-05-06
DALE & THOMAS POPCORN, LLC	DRIZZLECORN	Block Letters	US	3259218	07-03-07
DALE & THOMAS POPCORN, LLC	DALE & THOMAS POPCORN	Block Letters	US	3018746	11-22-05
DALE & THOMAS POPCORN, LLC	POPCORN, INDIANA	Block Letters	US	3904072	01-11-11
DALE & THOMAS POPCORN, LLC	chipins	Word and Design	US	3971846	05-31-11
DALE & THOMAS POPCORN, LLC	CHIPINS	Block Letters	US	3971830	05-31-11



DALE & THOMAS POPCORN, LLC	MUNCH BETTER	Block Letters	US	3979189	06-14-11
DALE & THOMAS POPCORN, LLC	POPCORN, INDIANA	Word and Design	US	3855593	10-05-10
DALE & THOMAS POPCORN, LLC	REACH FOR THE RED	Block Letters	US	3981867	06-21-11
DALE & THOMAS POPCORN, LLC	LILY POPCORN	Block Letters	US	3248859	06-05-07