

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
Garrett Brands LLC		04/26/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	120 South LaSalle Street
City:	Chiago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	State chartered bank: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1954774	CARAMELCRISP
Registration Number:	3870435	EVERY KERNEL COUNTS
Registration Number:	3570713	GARRETT MIX
Registration Number:	2033329	GARRETT POPCORN SHOPS
Registration Number:	2000754	GARRETT POPCORN SHOPS
Registration Number:	3106045	GARRETT POPCORN SHOPS A CHICAGO TRADITION SINCE 1949
Registration Number:	3443010	GARRETT POPCORN SHOPS A TRADITION SINCE 1949
Registration Number:	3496532	I NY
Registration Number:	3891282	LOVE IS MESSY
Registration Number:	3957874	LOVE IS MESSY
Registration Number:	3870617	THE CARAMEL POPCORN YOU LOVE. THE MILK CHOCOLATE YOU CRAVE.
Registration Number:	3369434	

OP \$390.00 1954774

Registration Number:	3373094	
Serial Number:	85286122	KERNELS FOR KIDS
Serial Number:	85133183	SNACK LOCALLY

CORRESPONDENCE DATA

Fax Number: 312-368-38
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-855-4618
 Email: jgottlieb@chuhak.com
 Correspondent Name: James B. Gootlieb
 Address Line 1: 30 South Wacker Drive
 Address Line 2: Chuhak & Tecson, P.C.
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	James B. Gootlieb
Signature:	/s/ James B. Gootlieb
Date:	05/03/2012

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 26th day of April, 2012, by GARRETT BRANDS LLC, a Delaware limited liability company ("**Grantor**") in favor of THE PRIVATEBANK AND TRUST COMPANY, with an office at 120 South LaSalle Street, Chicago, Illinois 60603 ("**Lender**");

WITNESSETH

WHEREAS, Lender and Grantor, together with certain other Loan Parties named in the Loan Agreement are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of the Borrowers named in the Loan Agreement, and (ii) for the grant by Grantor to Lender of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

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, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A and Schedule B attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively

referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement; provided, however, Lender will not unreasonably withhold its consent to the transfer of any Trademark listed on Schedule B.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the Trademarks federally registered in the United States of America, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule B constitute all of the Trademarks registered outside the United States of America. Subject to Section 8.18 of the Loan Agreement, if, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A and Schedule B to include any such Trademarks.

6. Term. Subject to Section 8.18 of the Loan Agreement, the term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Subject to Section 8.18 of the Loan Agreement, upon payment in full of the Obligations, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Subject to Section 8.18 of the Loan Agreement, Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Subject to Section 8.18 of the Loan Agreement, this power of attorney shall be irrevocable until the Obligations shall have been paid in full. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

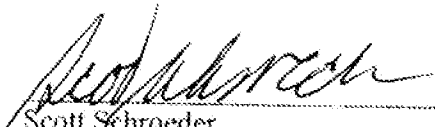
20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[The remainder of this page has been left blank intentionally.
Signatures follow on the next page.]

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

GARRETT BRANDS LLC

By

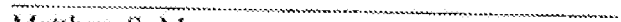
Name:  Scott Schroeder

Its: Manager

Agreed and Accepted As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By:

Name:  Matthew S. Massa

Title: Managing Director

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 004772 FRAME: 0522

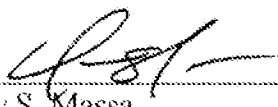
IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

GARRETT BRANDS LLC

By _____
Name: Scott Schroeder
Its: Manager

Agreed and Accepted As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By:  _____
Name: Matthew S. Massa
Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
CARAMELCRISP	1954774	02/06/1996
EVERY KERNEL COUNTS	3870435	11/02/2010
Garrett Mix	3570713	02/03/2009
Garrett Popcorn Shops	2033329	01/28/1997
Garrett Popcorn Shops	2000754	09/17/1996
Garrett Popcorn Shops A Chicago Tradition Since 1949	3106045	06/20/2006
Garrett Popcorn Shops A Tradition Since 1949	3443010	06/03/2008
I [Popcorn] NY and Design	3496532	09/02/2008
LOVE IS MESSY	3891282	12/14/2010
LOVE IS MESSY	3957874	05/10/2011
THE CARAMEL POPCORN YOU LOVE. THE MILK CHOCOLATE YOU CRAVE.	3870617	11/02/2010
Tin can design (BW)	3369434	01/15/2008
Tin can design (colored)	3373094	01/22/2008

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Kernels For Kids	85286122	04/05/2011
Snack Locally	85133183	09/20/2010

SCHEDULE B

NON-U.S. TRADEMARKS REGISTRATIONS

<u>Country</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Date Registered</u>
Singapore	GARRETT POPCORN SHOPS	T10/03216C	03/18/2010
Singapore	GARRETT POPCORN SHOPS	T10/3215E	03/18/2010
Malaysia	GARRETT POPCORN SHOPS	2010004769	03/19/2010
Malaysia	GARRETT POPCORN SHOPS	2010004773	03/19/2010
Malaysia	GARRETT POPCORN SHOPS	2010004768	03/19/2010
Malaysia	GARRETT POPCORN SHOPS	2010004772	03/19/2010
Hong Kong	CHICAGO MIX	301736145	10/14/2010
Hong Kong	GARRETT POPCORN SHOPS	301736127	10/14/2010
Australia	CHICAGO MIX	1390332	10/25/2010
Australia	GARRETT POPCORN SHOPS	1390334	10/25/2010
Japan	GARRETT	5433389	08/19/2011
Japan	CHICAGO MIX	5454887	12/02/2011
Macao	CHICAGO MIX	N/053727	05/11/2011
Macao	GARRETT POPCORN SHOPS	N/053729	05/11/2011
Macao	GARRETT POPCORN SHOPS	N/053728	05/11/2011