

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kettle Foods, Inc.		02/25/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	800 5th Avenue, Floor 17		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85029488	TIAS	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031752-140 JES		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

Date:

07/25/2012

**Total Attachments: 4**

source=US TM's Kettle#page1.tif

source=US TM's Kettle#page2.tif

source=US TM's Kettle#page3.tif

source=US TM's Kettle#page4.tif

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Collateral Agreement dated as of February 25, 2010 (as the same may be amended, modified, restated or supplemented from time to time, the "Collateral Agreement"), by and among the Grantors from time to time party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted, pledged and collaterally assigned a security interest in the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Collateral Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

[Signature Pages Follow]

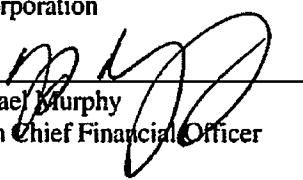
Sincerely,

KETTLE FOODS, INC.,  
an Oregon corporation

By: \_\_\_\_\_

Name: Michael Murphy

Title: Interim Chief Financial Officer

A handwritten signature in black ink, appearing to read 'Michael Murphy', is written over a horizontal line. The signature is stylized with large, flowing loops.

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
KETTLE FOODS, INC.

TRADEMARK  
REEL: 004828 FRAME: 0625

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 

Name:

Title:

Ken Puro  
Vice President

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
KETTLE FOODS, INC.

TRADEMARK  
REEL: 004828 FRAME: 0626

**Schedule 1**

**Kettle Foods, Inc.  
(Oregon Corporation)**

**U.S. Trademark**

**Pending Application**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
TIAS	85029488	04/05/10

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
KETTLE FOODS, INC.