

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, NA		09/14/2012	National Association:

RECEIVING PARTY DATA

Name:	The Bachman Company
Street Address:	One Park Plaza
City:	Wyomissing
State/Country:	PENNSYLVANIA
Postal Code:	19610
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	0528575	VALLEY-MAID
Registration Number:	0658890	BACHMAN
Registration Number:	0797349	B'S
Registration Number:	1034023	NUTZELS
Registration Number:	1245533	JAX
Registration Number:	1223601	BACHMAN NACHOS
Registration Number:	1214247	BACHMAN
Registration Number:	1214237	BACHMAN
Registration Number:	1247239	
Registration Number:	1248533	
Registration Number:	1466461	BACHMAN
Registration Number:	1466465	
Registration Number:	1522014	I PRETZELVANIA
Registration Number:	1528495	PRETZELVANIA

CH \$1090.00 0528575

Registration Number:	1597651	GOLDEN RIDGES
Registration Number:	1613088	
Registration Number:	1733371	THIN 'N LIGHT
Registration Number:	1889079	THIN 'N RIGHT
Registration Number:	1876785	CHIPITOS
Registration Number:	1975430	KIDZELS
Registration Number:	2037896	KIDZELS
Registration Number:	2044989	
Registration Number:	2063945	
Registration Number:	2063946	
Registration Number:	2063947	
Registration Number:	2048296	
Registration Number:	1909405	SNAX BOX
Registration Number:	1671939	BACHMAN JAX
Registration Number:	2204187	THE KIDZ
Registration Number:	2098271	PRETZELVANIA'S BEST
Registration Number:	2175125	GOLDEN WAVY
Registration Number:	2510930	MAX JAX
Registration Number:	2564568	PRETZELVANIA HEARTH
Registration Number:	3337529	BRICK OVEN FLAME-BAKED
Registration Number:	3506773	
Registration Number:	3551594	TREASURE PUFFS
Registration Number:	3618526	TREAT
Registration Number:	3569409	TREAT TREAT 'EM TO THE BEST!
Registration Number:	3020427	BACHMAN ALL NATURAL FROM THE AMISH COUNTRY
Registration Number:	3633300	BACHMAN CLASSIC QUALITY SINCE 1884
Registration Number:	3379835	PITA PRETZEL
Registration Number:	3925135	VALLEY MAID
Registration Number:	4057200	BEACH BARBEQUE

CORRESPONDENCE DATA

Fax Number: 2157012035

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2156657273

Email: jcloak@cozen.com

TRADEMARK
REEL: 004864 FRAME: 0446

Correspondent Name: J. Trevor Cloak
Address Line 1: 1900 Market Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 321689.000 PROJECT FINN

NAME OF SUBMITTER: J. Trevor Cloak

Signature: /J. Trevor Cloak/

Date: 09/20/2012

Total Attachments: 9

source=PNC Bank Release of Security Interest and Assignmentt#page1.tif
source=PNC Bank Release of Security Interest and Assignmentt#page2.tif
source=PNC Bank Release of Security Interest and Assignmentt#page3.tif
source=PNC Bank Release of Security Interest and Assignmentt#page4.tif
source=PNC Bank Release of Security Interest and Assignmentt#page5.tif
source=PNC Bank Release of Security Interest and Assignmentt#page6.tif
source=PNC Bank Release of Security Interest and Assignmentt#page7.tif
source=PNC Bank Release of Security Interest and Assignmentt#page8.tif
source=PNC Bank Release of Security Interest and Assignmentt#page9.tif

RELEASE OF SECURITY INTEREST IN AND
ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN AND ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") made as of the ~~10~~ day of September, 2012, by PNC BANK, NATIONAL ASSOCIATION, as agent ("Assignor"), in favor of THE BACHMAN COMPANY, a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignee is the owner of certain intellectual property and other intangible property (collectively, "Intellectual Property"), including but not limited to inventions, designs, equipment formulations, manufacturing procedures, quality control procedures, trademarks, trademark applications, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and updates, registrations, licenses, and customer lists, including certain registered copyrights as reflected on the records of the United States Copyright Office, all as more fully set forth on Exhibit "A" attached hereto and made a part hereof (collectively, the "Copyrights"), and certain trademarks and all goodwill therein, including certain registered trademarks and trademark applications as reflected on the records of the United States Patent and Trademark Office, all as more fully set forth on Exhibit "B" attached hereto and made a part hereof (collectively, the "Trademarks").

B. Pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of October 14, 2005 (as amended, supplemented or modified through the date hereof, together with all notes, mortgages, guarantees, subordination agreements, blocked account agreements, forbearance agreements and other documents and instruments relating thereto, collectively, the "Credit Agreement") among Assignee as "Borrower", the financial institutions party thereto as "Lenders" (the "Lenders"), and Assignor, as agent for the Lenders, the Lenders established various credit accommodations for the benefit of Assignee on the terms and conditions set forth in the Credit Agreement.

C. In order to induce the Lenders to enter into the Credit Agreement and establish such credit accommodations for the benefit of Assignee pursuant to the Credit Agreement, Assignee, among other things, granted to Assignor a lien on and security interest in the Intellectual Property, including the Copyrights and the Trademarks, pursuant to the Credit Agreement.

D. Assignor is hereby releasing its lien on, and all right, title and interest (if any) in and to, the Intellectual Property, including the Copyrights and the Trademarks, granted pursuant to, or in connection with, the Credit Agreement and is assigning all of its right, title and interest (if any) in and to the Intellectual Property, including the Copyrights and the Trademarks, to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound hereby, covenants and agrees as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Assignment as if set forth in their entirety in this Section 1.

2. Release and Assignment. Assignor hereby irrevocably and unconditionally (a) releases, discharges, and relinquishes its lien on and security interest in any and all Intellectual Property, including all of the Copyrights and the Trademarks, and (b) assigns, transfers, conveys and sets over unto the Assignee any and all of Assignor's right, title and interest, if any, in, to and under the Intellectual Property, including all of the Copyrights and the Trademarks.

3. Further Actions. From time to time after the date hereof, and without further consideration, at the request and sole cost and expense of Assignee or its successors or assigns, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee, its successors or assigns, or their respective counsel, may reasonably request in order to perfect and record Assignee's (or its successors' or assigns') ownership rights in the Intellectual Property, including without limitation all of the Copyrights and the Trademarks.

4. Recording. Assignor hereby further authorizes and consents that this Assignment may be recorded and indexed by the United States Patent and Trademark Office and the United States Copyright Office and as otherwise deemed appropriate by Assignee or its successors or assigns.

5. Assignment. The rights granted to Assignee pursuant to this Agreement may be assigned without the prior written consent of Assignor to any purchaser of Assignee or any of its material assets.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____

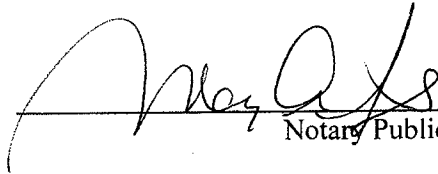
Name: CRAIG T. SHURTZ

Title: VICE-PRESIDENT

COMMONWEALTH/STATE OF Pennsylvania : ss.
COUNTY OF Philadelphia :

On this 13TH day of September, 2012, before me, a notary public, the undersigned officer, personally appeared CRAIG T. SHEETZ, who acknowledged himself/herself to be the Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, and that he/she as such officer, being authorized to do so, executed the foregoing Release of Security Interest in and Assignment of Intellectual Property for the purposes therein contained by signing the name of such bank by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

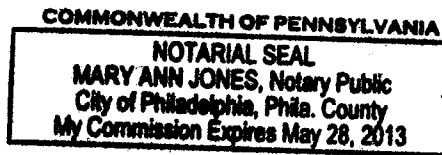


Exhibit "A"

Copyrights

<u>Registration Number</u>	<u>Title of Work</u>	<u>Date of Creation</u>
TX0002112921	Hard pretzels, the old fashioned kind	1985
TX0003431964	Information for prospective franchisees required by the Federal Trade Commission.	1992
TXu000572364	Bachman Company	1993
Vau000345557	Kidzels pretzel game.	1995
TXu000765957	Pretzel...a wedding "twist" on love and affection.	1996
TXu000789154	How the pretzel saved Christmas.	1996
TXu000778228	Traditional holiday pretzel crafts.	1997
TXu000645853	Enjoy Jax real cheddar cheese curls: Why do you love me?	1999

In addition to the above, Assignor is also releasing, discharging, and relinquishing its lien on and security interest in and assigning any and all of its rights in and to any copyrights (a) associated with Assignee's websites and "online stores," including any copyrights assigned or licensed to Assignee from LaunchDM in connection with the same; and (b) associated with the packaging of Assignee's products used in connection with Assignee's business, including any copyrights assigned or licensed to Assignee from J. Roy Parcels Associates, LLC in connection with the same.

Exhibit "B"

Trademarks

1. Registered Trademarks.

<u>Registration Date</u>	<u>Registration Number</u>	<u>Mark</u>
8/8/1950	0528575	VALLEY-MAID (Stylized)
2/25/1958	0658890	BACHMAN (and Design)
10/5/1965	0797349	B'S (and Design)
2/17/1976	1034023	NUTZELS
7/12/1983	1245533	JAX
1/11/1983	1223601	BACHMAN NACHOS (and Design)
10/26/1982	1214247	BACHMAN (and Design)
10/26/1982	1214237	BACHMAN (and Design)
8/2/1983	1247239	Popped Corn Bowl Design
8/16/1983	1248533	Corn Chips Bowl Design
11/24/1987	1466461	BACHMAN
11/24/1987	1466465	Pretzel Design
1/24/1989	1522014	I PRETZELVANIA (and Design)
3/7/1989	1528495	PRETZELVANIA
5/22/1990	1597651	GOLDEN RIDGES
9/11/1990	1613088	Man on a Scale Design
11/17/1992	1733371	THIN 'N LIGHT
4/11/1995	1889079	THIN 'N RIGHT
1/31/1995	1876785	CHIPITOS
5/21/1996	1975430	KIDZELS
2/11/1997	2037896	KIDZELS (Stylized)
3/11/1997	2044989	Dog-Pretzel Design
5/20/1997	2063945	Airplane-Pretzel Design
5/20/1997	2063946	Person-Pretzel Design
5/20/1997	2063947	Car-Pretzel Design
3/25/1997	2048296	House-Pretzel Design

<u>Registration Date</u>	<u>Registration Number</u>	<u>Mark</u>
8/1/1995	1909405	SNAX BOX
1/14/1992	1671939	BACHMAN JAX (and Design)
11/17/1998	2204187	THE KIDZ
9/16/1997	2098271	PRETZELVANIA'S BEST (and Design)
7/21/1998	2175125	GOLDEN WAVY
11/20/2001	2510930	MAX JAX
4/23/2002	2564568	PRETZELVANIA HEARTH
11/13/2007	3337529	BRICK OVEN FLAME-BAKED
9/23/2008	3506773	Puzzle Piece-Pretzel Design
12/23/2008	3551594	TREASURE PUFFS
5/12/2009	3618526	TREAT
2/3/2009	3569409	TREAT TREAT 'EM TO THE BEST (and Design)
11/29/2005	3020427	BACHMAN ALL NATURAL FROM THE AMISH COUNTRY (and Design)
6/2/2009	3633300	BACHMAN CLASSIC QUALITY SINCE 1884 (and Design)
2/5/2008	3379835	PITA PRETZEL
3/1/2001	3925135	VALLEY MAID
11/15/2011	4057200	BEACH BARBEQUE

Foreign Registered Trademark

<u>Registration Date</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Jurisdiction</u>
2/1/1991	TMA379216	PASTAPAZAZZ	Canada

2. Abandoned/Cancelled Trademarks.

Serial Number	Registration Number	Word Mark
<u>85281635</u>		<u>PURE WHITE</u>
<u>77616364</u>		<u>GOLDEN STIX</u>
<u>76521676</u>	<u>2864530</u>	<u>JAX SPLATS</u>
<u>76542333</u>		<u>JAX SNAPS</u>
<u>76474344</u>		<u>PRETZELSNACK</u>
<u>76130492</u>		<u>MICRO MINI</u>
<u>75762076</u>	<u>2393276</u>	<u>ENJOY! JAX REAL CHEDDAR CHEESE CURLS BAKED CHEESIER CHEESE... TASTES GREAT</u>
<u>75977467</u>	<u>2204136</u>	<u>SCORCHERS</u>
<u>75903447</u>		<u>SNAX EXPRESS</u>
<u>75902545</u>		<u>SNAX EXPRESS</u>
<u>75902544</u>		<u>MAD JAX</u>
<u>75670186</u>		<u>JAX MAX</u>
<u>75597630</u>	<u>2400816</u>	<u>ANNE'S KETTLE COOKED NANTUCKET POTATO CHIPS</u>
<u>75597400</u>	<u>2400814</u>	<u>ANNE'S AIR POPPED NANTUCKET LIGHT POPCORN</u>
<u>75542562</u>		<u>TAPAS</u>
<u>75542198</u>	<u>2289652</u>	<u>SNAX BOX</u>
<u>75447619</u>		<u>PRETZELPAZAZZ</u>
<u>75428821</u>	<u>2262551</u>	<u>ANNE'S BAKED NANTUCKET</u>
<u>75343521</u>		<u>ANNE'S NANTUCKET REDS</u>
<u>75309506</u>		<u>SCORCHERS</u>
<u>75275595</u>		<u>DAY-LITE</u>
<u>75238607</u>		<u>SCHULER'S</u>
<u>75193595</u>	<u>2143586</u>	<u>KNOTTY & NICE</u>
<u>75114419</u>	<u>2100369</u>	<u>NANTUCKET BUCKET</u>
<u>75113118</u>		<u>NANTUCKET</u>
<u>75106642</u>	<u>2092856</u>	<u>ANNE'S HAND COOKED NANTUCKET POTATO CHIPS</u>
<u>75064504</u>	<u>2133166</u>	
<u>75064258</u>	<u>2082436</u>	
<u>75039879</u>		<u>SCHULER'S MAKERS OF AMERICA'S FINEST</u>
<u>74712732</u>		
<u>74712731</u>		

Serial Number	Registration Number	Word Mark
<u>74712727</u>		<u>KIDZELS</u>
<u>74674242</u>		<u>SIERRA VALLEY</u>
<u>74668032</u>		<u>SPORTZELS</u>
<u>74668031</u>		<u>DURANGOS</u>
<u>74604148</u>		<u>CROOKED CREEK</u>
<u>74466985</u>		<u>HANKY PANKY</u>
<u>74435329</u>	<u>1951738</u>	<u>SNAX BOX</u>
<u>74396953</u>		
<u>74394570</u>		<u>TIP'N TREAT</u>
<u>74388782</u>		<u>PRETZSAILS</u>
<u>74362482</u>		<u>PRETZAPAZAZZ</u>
<u>74321762</u>		<u>SCORCHERS</u>
<u>74321081</u>		<u>WHEAT3</u>
<u>74321073</u>		<u>JETZELS</u>
<u>74318328</u>		<u>THIN 'N THIN</u>
<u>74296394</u>		<u>FLAT BELLIES</u>
<u>74296370</u>	<u>1849514</u>	<u>WHEAT2</u>
<u>74281258</u>	<u>1800212</u>	<u>SCORCHERS</u>
<u>74260917</u>		<u>HANKY PANKY</u>
<u>74187932</u>	<u>1733338</u>	<u>THIN 'N LIGHT</u>
<u>74134189</u>	<u>1728672</u>	<u>BERMUDA RINGS</u>
<u>74134188</u>		<u>JAX-O'S</u>
<u>73770524</u>	<u>1564891</u>	<u>PASTAPAZAZZ</u>
<u>73732730</u>	<u>1529917</u>	<u>PRETZELVANIA'S BEST!</u>
<u>73731209</u>	<u>1528460</u>	<u>PRETZELVANIA</u>
<u>73731207</u>	<u>1531081</u>	<u>I LOVE PRETZELVANIA</u>
<u>73731205</u>	<u>1528494</u>	<u>WELCOME TO PRETZELVANIA</u>
<u>73660444</u>	<u>1474376</u>	
<u>73658753</u>		<u>PRETZELVANIA</u>
<u>73651378</u>		<u>GOLDEN RIDGES</u>
<u>73433146</u>	<u>1319651</u>	<u>JAX-O'S</u>
<u>73338055</u>	<u>1232940</u>	<u>PRETZEL TREATS</u>
<u>73327549</u>	<u>1225215</u>	<u>BACHMAN TACOS</u>
<u>73307028</u>		<u>GOLDEN RIDGES</u>
<u>72170389</u>	<u>854251</u>	<u>TREAT</u>

In addition to the above, Assignor is also releasing, discharging, and relinquishing its lien on and security interest in and assigning any and all of its rights in and to (a) the name "The Bachman Company" and (b) the unregistered Mark "STIX."