

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
KIND LLC		10/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	85459663	A DIFFERENT KIND OF WHOLE GRAIN...	
Serial Number:	77314217	BE KIND TO YOUR BODY, YOUR TASTE BUDS AND THE WORLD	
Serial Number:	85526452	BR(AND)	
Serial Number:	85489654	BRAND PHILOSOPHY	
Serial Number:	85268886	CLEARING NUTS OF THEIR BAD 'WRAP'	
Serial Number:	77962942	DO THE KIND THING	
Serial Number:	85641925	DO THE KIND THING	
Serial Number:	85384933	DO THE KIND THING - FOR YOUR BODY, YOUR TASTE BUDS, & THE WORLD!	
Serial Number:	85272715	EAT TWO KIND BARS A DAY, KEEP THE POUNDS AWAY	
Serial Number:	85255042	FILL UP WITHOUT FILLING OUT	
Serial Number:	85265811	GRAB HEALTH BY THE NUTS	
Serial Number:	85265799	HAVE YOUR KIND AND EAT IT TWO	

Serial Number:	85272701	HEALTHY SNACKS SHOULDN'T HAVE TO HIDE
Serial Number:	77524863	INGREDIENTS YOU CAN SEE AND PRONOUNCE
Serial Number:	77962923	IT'S USUALLY THE NUTS THAT CHANGE THE WORLD
Serial Number:	77981723	KIND
Serial Number:	76596770	KIND
Serial Number:	77333800	KIND
Serial Number:	85579711	KIND
Serial Number:	77827342	KIND
Serial Number:	77721453	KIND FRUIT + NUT
Serial Number:	85096485	KIND GIVES A NEW PURPOSE TO SNACKING
Serial Number:	85450043	KIND HEALTHY GRAINS
Serial Number:	77816085	KINDELICIOUS
Serial Number:	77903894	KINDINGS
Serial Number:	77816084	KINDTASTIC
Serial Number:	85268870	LOOK FINE. EAT KIND.
Serial Number:	85656285	MAKE PEACE WITH YOUR CRAVINGS
Serial Number:	85375357	NOTHING TO HIDE
Serial Number:	77615310	NOT-ONLY-FOR-PROFIT
Serial Number:	85433677	NOT-ONLY-FOR-PROFIT
Serial Number:	85658610	OUR SECRET INGREDIENT IS THAT WE HAVE NO SECRET INGREDIENTS
Serial Number:	85272741	SPOIL YOUR DINNER WITH KIND
Serial Number:	77794160	THE NUTRITIONAL BOOST YOU NEED FROM A REAL FOOD BAR MADE WITH WHOLE NUTS AND FRUIT
Serial Number:	85458590	TRICK YOUR TASTE BUDS
Serial Number:	85658609	WAY GOOD, WEIGH BETTER.
Serial Number:	85384915	WE LOOK BETTER NAKED
Serial Number:	77949007	YOU SHOULDN'T HAVE TO CHOOSE BETWEEN HEAVEN AND HEALTH
Serial Number:	77903892	YOU'VE BEEN KINDED

CORRESPONDENCE DATA

Fax Number: 3128035299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

TRADEMARK
REEL: 004881 FRAME: 0332

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4100673

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 10/15/2012

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 15th day of October, 2012, KIND LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 8 West 38th Street, 6th Floor, New York, New York 10018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between Debtor, the other Debtors thereto and Agent, as the same may be amended, modified, supplemented, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature page to follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KIND LLC

By 
Name: Daniel Kruk
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KIND LLC

By _____

Name: Daniel Kruk

Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By  _____
Name **Philip Langham**
Title **Managing Director**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
A DIFFERENT KIND OF WHOLE GRAIN...	85/459,663	10/29/2011
BE KIND TO YOUR BODY, YOUR TASTE BUDS AND THE WORLD	77/314,217	10/26/2007
BR(AND)	85/526,452	01/26/2012
BrAND philosophy	85/489,654	12/07/2011
CLEARING NUTS OF THEIR BAD 'WRAP'	85/268,886	03/16/2011
DO THE KIND THING	77/962,942	03/19/2012
DO THE KIND THING	85/641,925	06/04/2012
DO THE KIND THING FOR YOUR BODY, YOUR TASTE BUDS, & THE WORLD	85/384,933	07/29/2011
EAT TWO KIND BARS A DAY, KEEP THE POUNDS AWAY	85/272,715	03/21/2011
FILL UP WITHOUT FILLING OUT	85/255,042	03/01/2012
GRAB HEALTH BY THE NUTS	85/265,811	03/14/2011
HAVE YOUR KIND AND EAT IT TWO	85/265,799	03/14/2011
HEALTHY SNACKS SHOULDN'T HAVE TO HIDE	85/272,701	03/21/2011
INGREDIENTS YOU CAN SEE AND PRONOUNCE	77/524,863	07/17/2008
IT'S USUALLY THE NUTS THAT CHANGE THE WORLD	77/962,923	03/19/2010
KIND	77/981,723	11/20/2007
KIND	76/596,770	06/14/2004
KIND	77/333,800	11/20/2007

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
KIND	85/579,711	03/26/2012
KIND & DESIGN	77/827,342	09/16/2009
KIND FRUIT + NUT & DESIGN	77/721,453	04/24/2009
KIND GIVES A NEW PURPOSE TO SNACKING	85/096,485	07/30/2010
KIND HEALTHY GRAINS	85/450,043	10/18/2011
KINDELICIOUS	77/816,085	08/31/2009
KINDINGS	77/903,894	01/02/2010
KINDTASTIC	77/816,084	08/31/2009
LOOK FINE. EAT KIND.	85/268,870	03/16/2011
MAKE PEACE WITH YOUR CRAVINGS	85/656,285	06/20/2012
NOTHING TO HIDE	85/375,357	07/19/2011
NOT-ONLY-FOR-PROFIT	77/615,310	11/16/2008
NOT-ONLY-FOR-PROFIT	85/433,677	09/28/2011
OUR SECRET INGREDIENT IS THAT WE HAVE NO SECRET INGREDIENTS	85/658,610	06/21/2012
SPOIL YOUR DINNER WITH KIND	85/272,741	03/21/2011
THE NUTRITIONAL BOOST YOU NEED FROM A REAL FOOD BAR MADE WITH WHOLE NUTS AND FRUIT	77/794,160	07/31/2009
TRICK YOU TASTE BUDS	85/458,590	10/28/2011
WAY GOOD, WEIGH BETTER.	85/658,609	06/21/2012
WE LOOK BETTER NAKED	85/384,915	07/29/2011
YOU SHOULDN'T HAVE TO CHOOSE BETWEEN HEAVEN AND HEALTH	77/949,007	03/03/2010
YOU'VE BEEN KINDED	77/903,892	01/02/2010