

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
Shearer's Foods, LLC		10/31/2012	LIMITED LIABILITY COMPANY: OHIO
Snack Alliance, Inc.		10/31/2012	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3654341	DIPSTERS
Registration Number:	3897375	DIPSTERS
Registration Number:	3741108	KRAZI CURLS!
Registration Number:	1620176	MESQUITE GRANDPA'S CHOICE
Registration Number:	3299728	RICEWORKS
Registration Number:	3493349	RICEWORKS
Registration Number:	3628640	SHAPERS
Registration Number:	2202051	SHEARER PERFECTION IN EVERY BAG
Registration Number:	3663392	SHEARER'S
Registration Number:	2999837	SHEARER'S
Registration Number:	3119618	SHEARER'S
Registration Number:	3489908	SIMPLIMENTAL
Registration Number:	3677688	SHOVELS

CH \$515.00 3654341

Registration Number:	3696903	TANGOS
Registration Number:	4140387	TASTES EVIL, BUT ISN'T
Registration Number:	3674339	THE CRUNCH OF THE PARTY
Registration Number:	4200198	THIN & CRISPY
Registration Number:	2501593	THIN & CRISPY POTATO CHIPS
Registration Number:	2805553	TIRITAS
Serial Number:	85658174	CHEESE PLEESERS

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312-577-8307

Email: latiffany.brown@kattenlaw.com

Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-531

NAME OF SUBMITTER:

LaTiffany Brown

Signature:

/LaTiffany Brown/

Date:

10/31/2012

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2012, is made by Shearer's Foods, LLC, an Ohio limited liability company ("Shearer's") and Snack Alliance, Inc., an Oregon corporation ("Snack Alliance") (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Shearer's, the other Borrowers from time to time party thereto, Shearer's, as the Borrower Representative the other Credit Parties party thereto, the Lenders and the L/C Issuers party thereto and General Electric Capital Corporation, as administrative agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

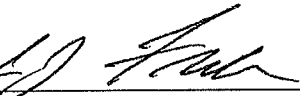
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SHEARER'S FOODS, LLC, as Grantor

By: 
Name: Christopher J. Fraleigh
Title: Chief Executive Officer



SNACK ALLIANCE, INC., as Grantor


By: 
Name: Christopher J. Fraleigh
Title: Chief Executive Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Date of Registration	Registration No.	Mark	Country	Status	Owner
07/14/2009	3,654,341	DIPSTERS	United States	Registered	Shearer's Foods, Inc.
12/20/2010	3,897,375	DIPSTERS	United States	Registered	Shearer's Foods, Inc.
01/19/2010	3,741,108	KRAZI CURLS!	United States	Registered	Shearer's Foods, Inc.
10/30/1990	1,620,176	MESQUITE GRANDPA'S CHOICE	United States	Registered	Shearer's Foods, Inc.
09/25/2007	3,299,728	RICEWORKS	United States	Registered	Snack Alliance, Inc.
08/26/2008	3,493,349	RICEWORKS	United States	Registered	Snack Alliance, Inc.
05/26/2009	3,628,640	SHAPERS	United States	Registered	Shearer's Foods, Inc.
11/03/1998	2,202,051	SHEARER PERFECTION IN EVERY BAG	United States	Registered	Shearer's Foods, Inc.
08/04/2009	3,663,392	SHEARER'S	United States	Registered	Shearer's Foods, Inc.
09/27/2005	2,999,837	SHEARER'S and DESIGN 	United States	Registered	Shearer's Foods, Inc.
07/25/2006	3,119,618	SHEARER'S (Stylized) 	United States	Registered	Shearer's Foods, Inc.
08/19/2008	3,489,908	SIMPLIMENTAL	United States	Registered	Snack Alliance, Inc.
09/01/2009	3,677,688	SHOVELS	United States	Registered	Shearer's Foods, Inc.
10/13/2009	3,696,903	TANGOS	United States	Registered	Shearer's Foods, Inc.
05/08/2012	4,140,387	TASTES EVIL, BUT ISN'T	United States	Registered	Shearer's Foods, Inc.
08/25/2009	3,674,339	THE CRUNCH OF THE PARTY	United States	Registered	Shearer's Foods, Inc.
08/28/2012	4,200,198	THIN & CRISPY	United States	Registered	Shearer's Foods, Inc.

Date of Registration	Registration No.	Mark	Country	Status	Owner
10/30/2001	2,501,593	THIN & CRISPY POTATO CHIPS and Design 	United States	Registered	Snack Alliance, Inc.
01/13/2004	2,805,553	TIRITAS	United States	Registered	Shearer's Foods, Inc.

TRADEMARK APPLICATIONS

Date of Registration	Registration No. (Appl. No.)	Mark	Country	Status	Owner
	85/658,174	CHEESE PLEESERS	United States	Pending	Shearer's Foods, Inc.