

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:	U.S. Bank National Association
Street Address:	Corporate Trust Services
Internal Address:	150 Fourth Avenue North, 2nd Floor
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	National Banking Association: UNITED STATES

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:	2999837	SHEARER'S
Registration Number:	3119618	SHEARER'S
Registration Number:	3663392	SHEARER'S
Registration Number:	3677688	SHOVELS

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Registration Number:	3489908	SIMPLIMENTAL
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: 2124464900

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

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	29940-64
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	11/01/2012

**Total Attachments: 7**

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**EXECUTION VERSION**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Notes Collateral Agent”) for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of October 29, 2012 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Initial Indenture”), by and among Shearer’s Escrow Corporation, a Delaware corporation (the “Escrow Issuer”), the Trustee and the Notes Collateral Agent, the Escrow Issuer issued \$235,000,000 principal amount of 9% senior secured notes due 2019 (together with any Additional Notes issued from time to time under the Indenture, the “Notes”) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Supplemental Indenture dated as of the date hereof (the “Supplemental Indenture” and together with the Initial Indenture, the “Indenture”) among the Issuers, each Guarantor (as defined in the Indenture), the Trustee and the Notes Collateral, the Issuers assumed the obligations of the Escrow Issuer under the Notes and each Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuers) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Notes Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guaranty the Obligations of the Issuers; and

WHEREAS, all of the Grantors are party to the 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 Trustee and the Notes Collateral Agent to enter into the Indenture, each Grantor hereby agrees with the Notes Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 the Notes Collateral Agent for the benefit of the Secured Parties, and grants to the Notes Collateral 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 and all IP Licenses 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 and IP Licenses 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.

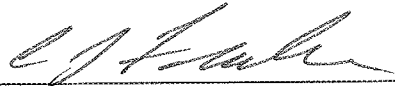
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Notes Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Notes Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


[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.

**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

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Notes Collateral Agent




By: Wally Jones  
Name: Wally Jones  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004892 FRAME: 0387**

**SCHEDULE 1**

	<b>Registration No. (Appl. No.)</b>	<b>Mark</b>	<b>Country</b>	<b>Application / Registration Date</b>	<b>Status</b>	<b>Owner</b>
1.	(85/658,174)	CHEESE PLEESERS	United States	06/21/2012	Pending	<u>Shearer's Foods, Inc.</u>
2.	(85/296,039)	CHIPWORKS	United States	04/15/2011	Pending	<u>Shearer's Foods, Inc.</u>
3.	1,547,031	CHIPWORKS	Canada	10/07/2011	Pending	<u>Shearer's Foods, Inc.</u>
4.	(85/296,044)	CORNWORKS	United States	04/15/2011	Pending	<u>Shearer's Foods, Inc.</u>
5.	3,654,341	DIPSTERS	United States	07/14/2009	Registered	<u>Shearer's Foods, Inc.</u>
6.	3,897,375	DIPSTERS	United States	12/28/2010	Registered	<u>Shearer's Foods, Inc.</u>
7.	(85/347,557)	GOODNESS BEYOND THE BAG	United States	06/16/2011	Pending	<u>Shearer's Foods, Inc.</u>
8.	3,741,108	KRAZI CURLS!	United States	01/19/2010	Registered	<u>Shearer's Foods, Inc.</u>
9.	1,620,176	MESQUITE GRANDPA'S CHOICE	United States	10/30/1990	Registered	<u>Shearer's Foods, Inc.</u>
10.	(85/364,491)	MULTIGRAINWORKS	United States	07/06/2011	Pending	<u>Shearer's Foods, Inc.</u>
11.	1,557,207	MULTIGRAINWORKS	Canada	12/20/2011	Pending	<u>Shearer's Foods, Inc.</u>
12.	1025814	MULTIWORKS	Mexico	02/22/2008	Registered	<u>Snack Alliance, Inc.</u>
13.	6388491	MULTIWORKS	European Community	08/27/2008	Registered	<u>Snack Alliance, Inc.</u>
14.	3,299,728	RICEWORKS	United States	09/25/2007	Registered	<u>Snack Alliance, Inc.</u>
15.	3,493,349	RICEWORKS	United States	08/26/2008	Registered	<u>Snack Alliance, Inc.</u>
16.	1258439	RICEWORKS	Australia	08/22/2008	Registered	<u>Snack Alliance, Inc.</u>
17.	005412812	RICEWORKS	European Community	09/11/2007	Registered	<u>Snack Alliance, Inc.</u>
18.	005948922	RICEWORKS	European Community	09/11/2007	Registered	<u>Snack Alliance, Inc.</u>
19.	1037566	RICEWORKS	Mexico	04/29/2008	Registered	<u>Snack Alliance, Inc.</u>
20.	4-2009-010672	RICEWORKS	Philippines	03/23/2009	Registered	<u>Snack Alliance, Inc.</u>
21.	1377120	RICEWORKS	Taiwan	09/01/2009	Registered	<u>Snack Alliance, Inc.</u>
22.	TMA710071	RICEWORKS	Canada	03/25/2008	Registered	<u>Snack Alliance, Inc.</u>
23.	3,628,640	SHAPERS	United States	05/26/2009	Registered	<u>Shearer's Foods, Inc.</u>
24.	(85/364,493)	SHEARER PERFECTION	United States	07/06/2011	Pending	<u>Shearer's Foods, Inc.</u>
25.	2,202,051	SHEARER PERFECTION IN EVERY BAG	United States	11/03/1998	Registered	<u>Shearer's Foods, Inc.</u>
26.	TMA819575	SHEARER'S	Canada	03/09/2012	Registered	<u>Shearer's Foods, Inc.</u>
27.	1,097,957	SHEARER'S	Mexico	04/24/2009	Registered	<u>Shearer's Foods, Inc.</u>
28.	1,106,165	SHEARER'S	Mexico	06/16/2009	Registered	<u>Shearer's Foods, Inc.</u>

	Registration No. (Appl. No.)	Mark	Country	Application / Registration Date	Status	Owner
						<u>Inc.</u>
29.	3,663,392	SHEARER'S	United States	08/04/2009	Registered	<u>Shearer's Foods, Inc.</u>
30.	2,999,837	SHEARER'S and DESIGN 	United States	09/27/2005	Registered	<u>Shearer's Foods, Inc.</u>
31.	3,119,618	SHEARER'S (Stylized) 	United States	07/25/2006	Registered	<u>Shearer's Foods, Inc.</u>
32.	(85/347,556)	SHEARER'S SMILES	United States	06/16/2011	Pending	<u>Shearer's Foods, Inc.</u>
33.	3,489,908	SIMPLIMENTAL	United States	08/19/2008	Registered	<u>Snack Alliance, Inc.</u>
34.	3,677,688	SHOVELS	United States	09/01/2009	Registered	<u>Shearer's Foods, Inc.</u>
35.	TMA398778	SUNBRITOS	Canada	05/29/1992	Registered	<u>Snack Alliance, Inc.</u>
36.	(1,511,337)	TANGOS	Canada	01/14/2011	Response to Exam Report filed at IPO	<u>Shearer's Foods, Inc.</u>
37.	1,186,275	TANGOS	Mexico	10/27/2010	Registered	<u>Shearer's Foods, Inc.</u>
38.	3,696,903	TANGOS	United States	10/13/2009	Registered	<u>Shearer's Foods, Inc.</u>
39.	4,140,387	TASTES EVIL, BUT ISN'T	United States	05/08/2012	Registered	<u>Shearer's Foods, Inc.</u>
40.	1,549,176	TASTES EVIL, BUT ISN'T	Canada	10/25/2011	Pending	<u>Shearer's Foods, Inc.</u>
41.	3,674,339	THE CRUNCH OF THE PARTY	United States	08/25/2009	Registered	<u>Shearer's Foods, Inc.</u>
42.	2,501,593	THIN & CRISPY POTATO CHIPS and Design 	United States	10/30/2001	Registered	<u>Snack Alliance, Inc.</u>
43.	4,200,198	THIN & CRISPY	United States	08/28/2012	Registered	<u>Shearer's Foods, Inc.</u>
44.	1,557,206	THIN & CRISPY	Canada	12/20/2011	Pending	<u>Shearer's Foods, Inc.</u>
45.	00937991	THIN & CRISPY and DESIGN	Mexico	06/09/2006	Registered	<u>Snack Alliance, Inc.</u>
46.	2,805,553	TIRITAS	United States	01/13/2004	Registered	<u>Shearer's Foods,</u>



	Registration No. (Appl. No.)	Mark	Country	Application / Registration Date	Status	Owner
						<u>Inc.</u>
47.	840541	XTREME SNACKS	Mexico	07/05/2004	Registered	<u>Snack Alliance, Inc.</u>
48.	840542	XTREME SNACKS	Mexico	07/05/2004	Registered	<u>Snack Alliance, Inc.</u>