

## 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
AMERICAN IMPORTING COMPANY, INC.		05/23/2013	CORPORATION: MINNESOTA
ANN'S HOUSE OF NUTS, INC.		05/23/2013	CORPORATION: MARYLAND
SNACKS HOLDING CORPORATION		05/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS AGENT		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3367142	ANN'S HOUSE	
Registration Number:	1743379	ANN'S HOUSE OF NUTS	
Registration Number:	2873359	BACKYARD BBQ PARTY MIX	
Registration Number:	2738397	CONTINENTAL NUT COMPANY	
Registration Number:	2827188	COYOTE SALSA CRUNCH	
Registration Number:	1927887		
Registration Number:	2007847		
Registration Number:	1996720		
Registration Number:	3453418	DISCOVER A WHOLE NEW WORLD OF SNACKING	
Registration Number:	3376606	DISCOVER A WHOLE NEW WORLD OF SNACKING	
Registration Number:	2880759	HIKER'S MUNCH	
TRADEMARK			

Registration Number:	3791143	NATURAL DUETS
Registration Number:	1834185	NATURE'S HARVEST
Registration Number:	1850388	QUALITY YOU CAN SEE
Registration Number:	4050761	SNACK BAT
Registration Number:	4050762	SNACK BAT SB
Registration Number:	0767951	AMPORT
Registration Number:	3031534	AMPORT FOODS
Registration Number:	2788966	
Registration Number:	2855257	FRUIT ADDITIONS
Registration Number:	2813002	SUNFLOWER SAM
Registration Number:	2827900	ULTRA BERRY
Registration Number:	4320428	FLAGSTONE FOODS
Registration Number:	4223216	FLAGSTONE FOODS
Serial Number:	85709281	HEALTHNUT
Serial Number:	85709237	KIDS' CHOICE

#### CORRESPONDENCE DATA

Fax Number: 6175269899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/084
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	05/28/2013

#### Total Attachments: 13

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**TRADEMARK**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 23rd of May, 2013 by **AMERICAN IMPORTING COMPANY, INC.**, a Minnesota corporation ("AIC"), **ANN'S HOUSE OF NUTS, INC.**, a Maryland corporation ("Ann's"), and **SNACKS HOLDING CORPORATION**, a Delaware corporation ("Holdings") and together with AIC and AHON, collectively, the "Grantors" and each individually a "Grantor", in favor of **GCI CAPITAL MARKETS LLC**, in its capacity as administrative agent and collateral agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### WITNESSETH

WHEREAS, the Grantors, Amport Guaranty Corporation, a Delaware corporation ("Amport Guaranty") and AHON, INC., a Delaware corporation ("AHON" and together with Amport Guaranty, "Guarantors" and each individually a "Guarantor", and collectively with the Grantors, each a "Loan Party" and collectively, the "Loan Parties"), Lenders, Agent, and GCI Capital Markets LLC, as sole lead arranger and sole book runner, are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, patents, copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents and Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents and the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In

the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed and trademark application listed on Schedule I annexed hereto, each patent listed on Schedule II and each copyright listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks", "Patents," and "Copyrights" respectfully), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Lenders and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this

Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

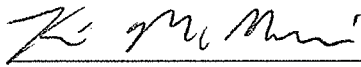
5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

6. Intercreditor Agreement. In the event of any conflict between any provision in this Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control. The parties hereto agree that, for so long as the Intercreditor Agreement remains in effect, any obligation of any Loan Party hereunder with respect to delivery or control of Collateral shall be deemed satisfied if such Loan Party delivers or provides control of such Collateral to either the Agent or the Revolving Loan Agent, as applicable pursuant to the terms of the Intercreditor Agreement.

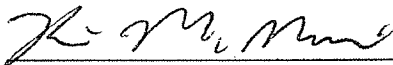
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

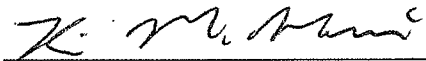
**ANN'S HOUSE OF NUTS, INC.**

By:   
Name: Kevin McMenimen  
Title: Chief Financial Officer

**AMERICAN IMPORTING COMPANY, INC.**

By:   
Name: Kevin McMenimen  
Title: Chief Financial Officer

**SNACKS HOLDING CORPORATION**

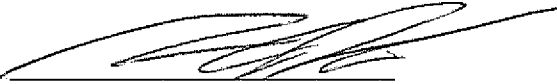
By:   
Name: Kevin McMenimen  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted,

**GCI CAPITAL MARKETS LLC,**  
as Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Authorized Signatory






## **SCHEDULE I**


### **TRADEMARK REGISTRATIONS & APPLICATIONS**

ANN'S HOUSE OF NUTS, INC.

#### **U.S. Trademark Registrations:**

Trademark	Database	Registration Number	Registration Date	Status	Registrant
ANN'S HOUSE	U.S. Federal	3367142	01/08/08	Registered	Ann's House Of Nuts, Inc.
ANN'S HOUSE OF NUTS	U.S. Federal	1743379	12/29/92	Registered	Ann's House Of Nuts, Inc.
BACKYARD BBQ PARTY MIX	U.S. Federal	2873359	08/17/04	Registered	Ann's House Of Nuts, Inc.
CONTINENTAL NUT COMPANY	U.S. Federal	2738397 <sup>1</sup>	07/15/03	Registered	Ann's House Of Nuts, Inc.
COYOTE SALSA CRUNCH	U.S. Federal	2827188	03/30/04	Registered	Ann's House Of Nuts, Inc.
Design Only 	U.S. Federal	1927887	10/17/95	Registered	Ann's House Of Nuts, Inc.
Design Only 	U.S. Federal	2007847	10/15/96	Registered	Ann's House Of Nuts, Inc.
Design Only 	U.S. Federal	1996720	08/27/96	Registered	Ann's House Of Nuts, Inc.

<sup>1</sup> Registration will not be renewed.

Trademark	Database	Registration Number	Registration Date	Status	Registrant
DISCOVER A WHOLE NEW WORLD OF SNACKING	U.S. Federal	3453418 <sup>2</sup>	06/24/08	Registered	Ann's House Of Nuts, Inc.
DISCOVER A WHOLE NEW WORLD OF SNACKING	U.S. Federal	3376606 <sup>3</sup>	01/29/08	Registered	Ann's House Of Nuts, Inc.
HIKER'S MUNCH	U.S. Federal	2880759	09/07/04	Registered	Ann's House Of Nuts, Inc.
NATURAL DUETS	U.S. Federal	3791143	05/18/10	Registered	Ann's House Of Nuts, Inc.
NATURE'S HARVEST	U.S. Federal	1834185	05/03/94	Registered	Ann's House Of Nuts, Inc.
QUALITY YOU CAN SEE	U.S. Federal	1850388	08/16/94	Registered	Ann's House Of Nuts, Inc.
SNACK BAT	U.S. Federal	4050761	11/01/11	Registered	Ann's House Of Nuts, Inc.
SNACK BAT SB 	U.S. Federal	4050762	11/01/11	Registered	Ann's House Of Nuts, Inc.

**Foreign Trademark Registrations:**

Trademark	Database	Registration Number	Registration Date	Status	Registrant
ANN'S HOUSE	Canada	TMA819896	03/14/12	Registered	Ann's House Of Nuts, Inc.
NATURE'S HARVEST	Canada	TMA828401	07/20/12	Registered	Ann's House Of Nuts, Inc.
QUALITY YOU CAN SEE	Canada	TMA575937	02/19/03	Registered	Ann's House Of Nuts, Inc.
ANN'S HOUSE	International Register (UK)	1074973	04/05/11	Registered	Ann's House Of Nuts, Inc.
ANN'S HOUSE	Mexico	1238509	09/20/11	Registered	Ann's House Of Nuts, Inc.
ANNS HOUSE	Mexico	1236861	09/06/11	Registered	Ann's House Of Nuts, Inc.

<sup>2</sup> Registration will not be renewed.

<sup>3</sup> Registration will not be renewed.

Trademark	Database	Registration Number	Registration Date	Status	Registrant
NATURE'S HARVEST	Mexico	1237127	09/07/11	Registered	Ann's House Of Nuts, Inc.
NATURE'S HARVEST	Mexico	1237126	09/07/11	Registered	Ann's House Of Nuts, Inc.
ANN'S HOUSE OF NUTS	United Kingdom	2292255	10/04/02	Registered	Ann's House Of Nuts, Inc.



#### Foreign Trademark Applications:

Trademark	Database	Application Number	Application Date	Status	Applicant
ANNS'S HOUSE	Mexico	1171403	04/14/11	Unpublished Application (Pending)	Ann's House Of Nuts, Inc.
ANN'S HOUSE	International Register Japan	1074973	04/08/13	Unpublished Application (Pending)	Ann's House of Nuts, Inc.
ANN'S HOUSE	International Register Korea	1074973	04/08/13	Unpublished Application (Pending)	Ann's House of Nuts, Inc.
ANN'S HOUSE	Taiwan	102018578	04/08/13	Unpublished Application (Pending)	Ann's House of Nuts, Inc.

#### Domain Name Registrations:

1. www.naturesharvest.org
2. www.annshouseofnuts.com
3. www.ahon.net
4. www.annshouse.com
5. www.annshouseofnuts.info
6. www.flagstonefoods.com
7. flagstonefoods.biz
8. flagstonefoods.com
9. flagstonefoods.info
10. flagstonefoods.net
11. flagstonefoods.us

AMERICAN IMPORTING COMPANY, INC.

Trademark	Database	Registration Number	Registration Date	Status	Registrant
AMPORT	U.S. Federal	0767951	04/07/64	Registered	American Importing Company, Inc.
AMPORT FOODS	U.S. Federal	3031534	12/20/05	Registered	American Importing Company, Inc.
Design Only 	U.S. Federal	2788966	12/02/03	Registered	American Importing Company, Inc.
FRUIT ADDITIONS 	U.S. Federal	2855257	06/15/04	Registered	American Importing Company, Inc.
SUNFLOWER SAM	U.S. Federal	2813002	02/10/04	Registered	American Importing Company, Inc.
ULTRA BERRY	U.S. Federal	2827900	03/30/04	Registered	American Importing Company, Inc.

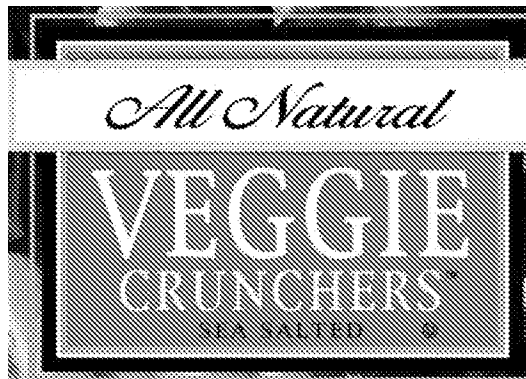
Registered Internet Domain Names:

Registrant	Domain Name	Expiration Date	Registrar	Status
American Importing Company, Inc. 550 Kasota Avenue, SE	amportfoods.com	05-Nov-2013	Network Solutions, LLC	Registered

Registrant	Domain Name	Expiration Date	Registrar	Status
Minneapolis, MN 55414				


Unregistered Trademark:

Veggie Crunchers – Amport uses the Veggie Crunchers mark as a brand name and design in connection with its sales of baked vegetable products sold under the name “Veggie Crunchers,” a copy of which is set forth below.



SNACKS HOLDING CORPORATION.

Trademark Registrations

Trademark	Database	Registration Number	Registration Date	Status	Registrant
FLAGSTONE FOODS  FLAGSTONE FOODS	U.S. Federal	4320428	04/16/13	Registered	Snacks Holding Corporation
FLAGSTONE FOODS	U.S. Federal	4223216	10/09/12	Registered	Snacks Holding Corporation

Trademark Applications

Trademark	Database	Application Number	Application Date	Status	Registrant
HEALTHNUT	U.S. Federal	85709281	08/21/12	Pending Intent To Use	Snacks Holding Corporation
KIDS' CHOICE	U.S. Federal	85709237	08/21/12	Pending Intent To Use	Snacks Holding Corporation

## **SCHEDULE II**

### **PATENT REGISTRATIONS**

ANN'S HOUSE OF NUTS, INC.

#### **U.S. Patents:**

12. U.S. Design Patent No. D435,220 titled "JAR" expiring on December 19, 2014.
13. U.S. Utility Patent No. 6,213,387 titled "Packaged Snack-Food and Carton" expiring on August 26, 2019.

### **SCHEDULE III**

#### **COPYRIGHT REGISTRATIONS**

ANN'S HOUSE OF NUTS, INC.

**U.S. Copyright Registration:**

14. "Oval V-cut Jar" – Registration No. VA 1150179 registered July 26, 2002.

**EXHIBIT 1**

**TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT**

WHEREAS, [ ] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office, and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, \_\_\_\_\_, (“Grantee”), having a place of business at \_\_\_\_\_, is desirous of acquiring said **[Trademarks/Patents/Copyrights]**;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated May 23, 2013 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the **[Trademarks/Patents/Copyrights]** and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark /Patent/Copyright Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_.

[ ]

By: \_\_\_\_\_  
Attorney-in-fact

Witness: