

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
Idahoan Foods, LLC	FORMERLY North American Foods, LLC	06/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ING CAPITAL LLC, as Agent
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	85581654	AMERICA'S FAVORITE MASHED POTATO
Registration Number:	2990728	BABY REDS
Registration Number:	2259179	CHEESE PLEASE
Registration Number:	2809767	CREAMY MASH
Registration Number:	2919386	DO ONE THING. DO IT WELL.
Registration Number:	3755613	GOLDEN SELECTS
Serial Number:	85869100	GREAT POTATOES. NO APOLOGIES.
Registration Number:	2938656	HOMEMADE HAS MET ITS MATCH!
Registration Number:	3755656	HOMEMADE TASTE EVERY TIME
Registration Number:	4273775	HONEST EARTH
Serial Number:	77348528	HONEST EARTH
Serial Number:	77348531	HONEST EARTH ALL NATURAL
Registration Number:	4266086	HONEST EARTH
Serial Number:	77365995	HONEST EARTH

TRADEMARK

Registration Number:	0814136	IDAHOAN
Registration Number:	2833787	IDAHOAN
Serial Number:	85674625	IDAHOAN
Serial Number:	85674641	IDAHOAN
Registration Number:	2819044	IDAHOAN
Registration Number:	4202585	IDAHOAN FOODS
Serial Number:	77349407	IDAHOAN FOODS
Registration Number:	4142903	IDAHOAN FOODS
Registration Number:	3884382	IDAHOAN FOODS
Registration Number:	4202604	IDAHOAN FOODS
Registration Number:	2948970	IDAHOAN NATURALLY
Registration Number:	3595308	IDAHOAN NATURALLY A HEALTHY, ALL-PURPOSE
Registration Number:	3346851	IDAHOAN PREMIUM THE IRRESISTIBLE FLAVOR
Registration Number:	3354943	IDAHOAN REAL DELICIOUS QUICK AND SIMPLE
Registration Number:	3216119	IDAHOAN REAL
Registration Number:	0814137	IDAHO'S BEST-THE NATION'S FINEST
Registration Number:	3284830	INSTAMASH
Registration Number:	2969189	LOADED BAKED
Registration Number:	2646323	NATURAL MASH
Registration Number:	3753220	NOTHING BUT THE TRUTH
Registration Number:	2009429	PARADISE VALLEY
Serial Number:	85817458	STEAKHOUSE
Serial Number:	85666069	STEAKHOUSE MASHED
Serial Number:	85716499	STEAKHOUSE REDS
Serial Number:	85666074	STEAKHOUSE SMASHED
Serial Number:	85839073	SURVIVAL OF THE FULLEST TATERGEDDON! MAS
Serial Number:	85839059	TATERGEDDON!
Registration Number:	2972018	THE IDAHOAN GUARANTEE REAL IDAHO POTATOE
Registration Number:	3817937	THINKING OF POTATOES IN A NEW LIGHT!
Serial Number:	85918080	STEAKHOUSE
Registration Number:	2920333	THE NATION'S FINEST
Registration Number:	0774745	IDAHO'S BEST-THE NATION'S FINEST

CORRESPONDENCE DATA

Fax Number: 4045725135

TRADEMARK
REEL: 005054 FRAME: 0836

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

Phone: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015062
NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	06/24/2013

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of June 24, 2013, by and between Idahoan Foods, LLC, formerly known as North American Foods, LLC, a Delaware limited liability company (the "Pledgor") and ING CAPITAL LLC ("ING"), as agent (in such capacity together with any successor agent appointed pursuant to the terms of the Credit Agreement, the "Agent") for the benefit of the "Secured Parties" as defined in the Credit Agreement, as defined below (the "Secured Parties").

WITNESSETH:

RECITALS.

A. The Pledgor owns and uses certain trademarks and trademark licenses which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Pledgor, the lenders from time to time party thereto (the "Lenders"), and the Agent, the Lenders have agreed to make certain Loans to the Borrower, as more specifically described in the Credit Agreement; and

C. The Pledgor has executed an Amended and Restated Security Agreement, dated as of even date herewith in favor of the Agent, for the benefit of the Secured Parties (the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement, or if not defined in the Security Agreement, shall have the meanings ascribed to them in the Credit Agreement); and

D. Pursuant to the Security Agreement, the Pledgor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Secured Parties, all of the Pledgor's right, title and interest in and to, and granted to the Agent, for the benefit of the Secured Parties, a security interest in, the property described therein, including, without limitation, (a) all of Pledgor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Pledgor now has or hereafter acquires rights and wherever located; (b) all of the Pledgor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Pledgor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, the Agent and

Secured Parties have required that Pledgor grant to the Agent, for the benefit of Secured Parties, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Pledgor any right to use any Trademark.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for the payment and performance of the Secured Obligations, the Pledgor hereby grants, assigns and conveys to the Agent, for the benefit of the Secured Parties for security purposes a security interest in all of the Pledgor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Pledgor or in which Pledgor now has or hereafter acquires rights and wherever located; and

(b) each Trademark License now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License;

(c) any claim by the Pledgor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark referred to in Schedule I; and

(d) all products and proceeds of the foregoing.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Agent exercises the rights and remedies accorded to it hereunder or under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Pledgor shall own, and may use and enjoy the Property in connection with its business operations in accordance with the terms of the Security Agreement.

3. The Pledgor hereby further acknowledges and affirms that the representations, warranties and covenants of the Pledgor with respect to the Property and the rights and remedies of the Agent with respect to the collateral assignment of the Property 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.

4. This Agreement shall terminate upon payment and performance in full of all Secured Obligations and termination of the Commitments of the Lenders, under and as defined in, the Credit Agreement. At any time and from time to time prior to such payment in full and termination, the Agent may terminate its security interest in, or reconvey to the Pledgor any rights with respect to, any or all of the Property. Upon termination of this Agreement or any termination of the security interest in any of the Property pursuant to the Security Agreement and following a request from the Pledgor, the Agent shall, at the expense of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Pledgor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement pursuant to Section 4 hereof, the Pledgor shall obtain or acquire rights to any new Trademark or Trademark License, whether under a license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and the Pledgor shall comply with the terms of the Security Agreement with respect thereto. The Pledgor agrees to execute such further agreements or assignments as Agent shall request with respect to such after acquired property. The Pledgor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks, trademark applications and trademark licenses covered by Section 2 hereof or by this Section 5.

6. The Pledgor further agrees that neither the Agent nor any Secured Party shall have any obligation or responsibility to protect or defend the Property and the Pledgor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement.

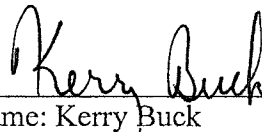
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

8. To the extent there is any actual irreconcilable conflict between the provisions of the Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officers as of the date first above written.

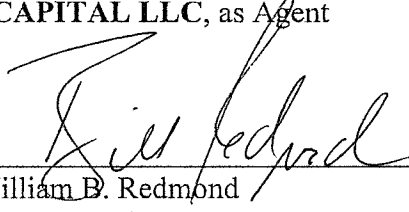
IDAHOAN FOODS, LLC

By: 
Name: Kerry Buck
Title: Chief Financial Officer

Accepted:

ING CAPITAL LLC, as Agent

By: _____


William B. Redmond
Managing Director

[Signature Page to Amended and Restated Trademark Security Agreement]



TRADEMARK
REEL: 005054 FRAME: 0843

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

See attached.

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
AMERICA'S FAVORITE MASHED POTATO	85/581,654	USA	03/27/2012		
BABY REDS	76/617,723	USA	10/25/2004	2,990,728	08/30/2005
CHEESE PLEASE	75/454,747	USA	03/23/1998	2,259,179	07/06/1999
CHEESE PLEASE	2,178,355	United Kingdom	09/26/1998	2,178,355	01/05/2001
CREAMY MASH	76/343,987	USA	11/30/2001	2,809,767	02/03/2004
DO ONE THING. DO IT WELL.	76/401,814	USA	04/30/2002	2,919,386	01/18/2005
GOLDEN SELECTS	77/561,824	USA	09/03/2008	3,755,613	03/02/2010
GREAT POTATOES. NO APOLOGIES.	85/869,100	USA	03/06/2013		
HOMEMADE HAS MET ITS MATCH!	76/510,077	USA	04/28/2003	2,938,656	04/05/2005

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
HOMEMADE TASTE EVERY TIME	77/581,357	USA	09/29/2008	3,755,656	03/02/2010
HONEST EARTH	77/977,365	USA	12/10/2007	4,273,775	01/15/2013
HONEST EARTH	77/348,528	USA	12/10/2007		
HONEST EARTH ALL NATURAL (Stylized)					
	77/348,531	USA	12/10/2007		
HONEST EARTH and Design					
	77/977,913	USA	01/07/2008	4,266,086	01/01/2013

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
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HONEST
EARTH and
Design



77/365,995 USA 01/07/2008

IDAGROWN 2178354 United Kingdom 09/26/1998 2178354 12/01/2000

IDAHOAN 1908264 Argentina 02/04/1994 1661207 03/19/1998






IDAHOAN 740846 Canada 11/08/1993 TMA506,288 01/11/1999

IDAHOAN 94016030 Russian Federation 05/11/1994 133762 10/27/1995

IDAHOAN 72/217,988 USA 06/04/1964 0,814,136 08/30/1966

IDAHOAN 76/454,697 USA 10/02/2002 2,833,787 04/20/2004

IDAHOAN Chile

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
IDAHOAN	85/674,625	USA	07/11/2012		
IDAHOAN (Simplified Characters) 爱达荷恩	8201621	China	04/13/2010	8,201,621	09/07/2011
IDAHOAN (Traditional Characters) 愛達荷恩	8201620	China	04/13/2010	8,201,620	09/07/2011
 IDAHOAN (Stylized)	85/674,641	USA	07/11/2012		
IDAHOAN and Design					
  	2,258,317	United Kingdom	01/18/2001	2,258,317	04/26/2002
 IDAHOAN and Design	76/460,507	USA	10/21/2002	2,819,044	03/02/2004

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
IDAHOAN and Design		Bahamas	02/23/2010		
IDAHOAN and Design	49598	Bermuda	02/17/2010	49598	02/17/2010
IDAHOAN and Design	1,463,281	Canada	12/17/2009	TMA798,100	05/20/2011
IDAHOAN and Design	888,812	Chile	12/17/2009	908,701	01/26/2011
IDAHOAN and Design	8146018	China	03/24/2010		
IDAHOAN and Design	12-046740	Colombia	03/20/2012	459,342	10/26/2012
IDAHOAN and Design	9,707,191	European Union	02/03/2011	9,707,191	07/07/2011
IDAHOAN and Design	301,498,645	Hong Kong	12/14/2009	301,498,645	12/14/2009

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
IDAHOAN and Design	2009-094596	Japan	12/15/2009	5376839	12/17/2010
IDAHOAN and Design	09022569	Malaysia	12/23/2009	09022569	12/23/2009
IDAHOAN and Design	1183155	Mexico	06/02/2011	1,252,520	11/16/2011
IDAHOAN and Design	188,830	Panama	03/31/2010	188,830	03/31/2010
IDAHOAN and Design	70340	Puerto Rico	02/16/2010		
IDAHOAN and Design	T1000398H	Singapore	01/13/2010	T1000398H	01/13/2010
IDAHOAN and Design	98057745	Taiwan	12/23/2009	01,460,484	06/01/2011
IDAHOAN and Design	753849	Thailand	12/23/2009	kor334755	12/23/2009

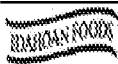
Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
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IDAHOAN and Design	1220797	Australia	01/22/2008	1220797	09/24/2008
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IDAHOAN FOODS	77/350,177	USA	12/12/2007	4,202,585	09/04/2012
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IDAHOAN FOODS and Design	77/349,407	USA	12/11/2007		
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IDAHOAN FOODS and Design (black & white)	77/502,206	USA	06/18/2008	4,142,903	05/15/2012
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IDAHOAN FOODS and Design (color a feature)	77/980,300	USA	06/18/2008	3,884,382	11/30/2010
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Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
 IDAHOAN FOODS and Design (color a feature)	77/502,232	USA	06/18/2008	4,202,604	09/04/2012
IDAHOAN NATURALLY	76/456,912	USA	10/08/2002	2,948,970	05/10/2005
IDAHOAN NATURALLY A HEALTHY, ALL-PURPOSE MASHED and Design 	77/043,100	USA	11/13/2006	3,595,308	03/24/2009
IDAHOAN PREMIUM THE IRRESISTIBLE FLAVOR OF FRESH and Design 	77/043,112	USA	11/13/2006	3,346,851	12/04/2007
IDAHOAN REAL	725298	Canada	03/23/1993	TMA472,319	03/11/1997

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
 IDAHOAN REAL DELICIOUSLY QUICK AND SIMPLE and Design	77/043,108	USA	11/13/2006	3,354,943	12/18/2007
 IDAHOAN REAL Logo and Script	76/565,664	USA	12/08/2003	3,216,119	03/06/2007
IDAHO'S BEST-THE NATION'S FINEST	72/217,989	USA	05/04/1965	814,137	08/30/1966
INSTAMASH	77/043,033	USA	11/13/2006	3,284,830	08/28/2007
INSTAMASH	1,346,851	Canada	05/10/2007	TMA722,122	08/26/2008
LOADED BAKED	76/510,076	USA	04/28/2003	2,969,189	07/19/2005
NATURAL MASH	75/828,571	USA	10/21/1999	2,646,323	11/05/2002

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
NATURAL MASH		United Kingdom	06/25/2001	2,273,530	04/05/2002
NOTHING BUT THE TRUTH	77/657,044	USA	01/26/2009	3,753,220	02/23/2010
PARADISE VALLEY	74/608,893	USA	12/09/1994	2,009,429	10/22/1996
steakhouse					
STEAKHOUSE (Stylized)	85/817,458	USA	01/07/2013		
STEAKHOUSE MASHED	85/666,069	USA	06/29/2012		
STEAKHOUSE REDS	85/716,499	USA	08/29/2012		
STEAKHOUSE SMASHED	85/666,074	USA	06/29/2012		
					
SURVIVAL OF THE FULLEST TATERGEDDO N! MASHED VS BAKED LOGO	85/839,073	USA	02/01/2013		

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
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TATERGEDDON!



85/839,059 USA 02/01/2013

**THE IDAHOAN
GUARANTEE
and Design**

**THINKING OF
POTATOES IN
A NEW LIGHT**



76/527,780 USA 07/08/2003 2,972,018 07/19/2005

Mark (in bold if Registered)	Serial No.	Country of Filing	Application Filing Date	Registration Number	Registration Date
STEAKHOUSE	85918080	USA	04/29/2013		
THE NATION'S FINEST	76454696	USA	10/02/2002	2920333	01/25/2005
IDAHO'S BEST- THE NATION'S FINEST	72165268	USA	03/22/1963	0774745	08/04/1964