

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SANKATY ADVISORS, LLC, as Agent		12/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Horizon Snack Foods, Inc.
Street Address:	One Bush Street, Suite 650
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: UTAH

Name:	Nemo's Bakery, Inc.
Street Address:	One Bush Street, Suite 650
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: CALIFORNIA

Name:	La Tempesta Bakery Confections Inc.
Street Address:	One Bush Street, Suite 650
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: CALIFORNIA

Name:	Horizon Snack Foods of California, Inc.
Street Address:	One Bush Street, Suite 650
City:	San Francisco
State/Country:	CALIFORNIA

TRADEMARK

900275660

REEL: 005181 FRAME: 0985

OP \$465.00 78342808

Postal Code:	94104
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78342808	BAKERY BUDDIES
Serial Number:	78342811	BREAKFAST BUDDIES
Registration Number:	2740531	CUTIE PIE
Registration Number:	2747324	CUTIE PIE
Registration Number:	2746650	ALL-AMERICAN PIE
Registration Number:	2165928	HOME RUN PIE
Registration Number:	2115572	HOME RUN SNACKS
Registration Number:	3389537	HEALTHY FOCUS
Registration Number:	3377157	LA TEMPESTA
Registration Number:	2356205	UN MOMENTO
Registration Number:	2319925	TORRONE BISCOTTATO
Registration Number:	2147329	
Registration Number:	1819125	BISCOTTI MEZZAMORE
Registration Number:	1818096	BISCOTTI AMORE BIANCO
Registration Number:	1818097	CIOCCOLOTTI
Registration Number:	2232344	NE-MO'S FINE BAKERY PRODUCTS
Registration Number:	2059019	HOMEMADE GOODNESS...AWAY FROM HOME
Registration Number:	1697871	NE-MO'S

CORRESPONDENCE DATA

Fax Number: 6179518736
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-951-8132
 Email: linda.salera@bingham.com
 Correspondent Name: Linda A. Salera
 Address Line 1: One Federal Street
 Address Line 2: c/o Bingham McCutchen LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/

Date:

12/24/2013

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of December 24, 2013, is made by **SANKATY ADVISORS, LLC**, as collateral agent under the Note Purchase Agreement referred to below (in such capacity, the “**Agent**”) (terms used in this Release and not herein defined shall have the meanings set forth in the Note Purchase Agreement).

WHEREAS, in connection with that certain Note Purchase Agreement, dated as of December 28, 2007, by and among the Agent, Horizon Snack Foods, Inc. (“**Horizon**”), NEMO’s Bakery, Inc. (“**Ne-Mo’s**”), La Tempesta Bakery Confections Inc. (“**La Tempesta**” and, together with Horizon and Ne-Mo’s, each an “**Issuer**” and collectively, the “**Issuers**”), the persons designated as “**Guarantors**” on the signature pages thereof and the persons designated as “**Purchasers**” on the signature pages thereof (the “**Purchasers**”) (as amended by the First Amendment to Note Purchase Agreement dated as of March 26, 2008, the Second Amendment to Note Purchase Agreement dated as of August 3, 2009, the Third Amendment to Note Purchase Agreement dated as of December 23, 2009, the Fourth Amendment to Note Purchase Agreement dated as of July 28, 2010, the Fifth Amendment to Note Purchase Agreement dated as of December 21, 2010, the Sixth Amendment to Note Purchase Agreement dated as of July 22, 2011, the Seventh Amendment to Note Purchase Agreement dated as of December 30, 2011, the Eighth Amendment to Note Purchase Agreement dated as of March 29, 2012, the Ninth Amendment to Note Purchase Agreement dated as of June 28, 2012, the Tenth Amendment to Note Purchase Agreement dated as of July 27, 2012, the Eleventh Amendment to Note Purchase Agreement dated as of April 30, 2013, the Twelfth Amendment to Note Purchase Agreement dated as of June 27, 2013, the Thirteenth Amendment to Note Purchase Agreement dated as of July 31, 2013, and the Fourteenth Amendment to Note Purchase Agreement dated as of September 27, 2013, the “**Note Purchase Agreement**”), the Issuers issued and sold the Notes (as defined in the Note Purchase Agreement) to the Purchasers; and

WHEREAS, in connection with the Note Purchase Agreement, and pursuant to the Patent, Trademark, Copyright and License Mortgage, dated as of December 28, 2007, by and among the Agent and Horizon (the “**Horizon IP Security Agreement**”), the Patent, Trademark, Copyright and License Mortgage, dated as of December 28, 2007, by and among the Agent and La Tempesta (the “**La Tempesta IP Security Agreement**”), the Patent, Trademark, Copyright and License Mortgage, dated as of December 28, 2007, by and among the Agent and Ne-Mo’s (the “**Ne-Mo’s IP Security Agreement**”) and the Patent, Trademark, Copyright and License Mortgage, dated as of December 28, 2007, by and among the Agent and Horizon Snack Foods of California, Inc. (“**HSFC**”) (the “**HSFC IP Security Agreement**” and, together with the Horizon IP Security Agreement, the La Tempesta IP Security Agreement and the Ne-Mo’s IP Security Agreement, the “**IP Security Agreements**”), the Issuers and HSFC granted the Agent a security interest in certain intellectual property, including the trademarks identified on Annex I and the copyrights identified on Annex II hereto (collectively, the “**Intellectual Property Collateral**”).

NOW THEREFORE, the Agent hereby **RELEASES**, without any representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the IP Security Agreements or any other agreement or document delivered in connection with the Note Purchase Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to Horizon, La Tempesta, Ne-Mo’s or HSFC, as applicable.

The Agent agrees, at the Note Parties’ reasonable expense, to cooperate with the Note Parties and to provide the Note Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent’s security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

SANKATY ADVISORS, LLC, as Agent

By: 

Name:

Sally Fessler

Title:

CFO

[Release of Security Interest in Intellectual Property Collateral]

TRADEMARK
REEL: 005181 FRAME: 0990

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
BAKERY BUDDIES	78/342,808		12-28-04		Horizon Snack Foods, Inc.
BREAKFAST BUDDIES	78/342,811		12-18-03		Horizon Snack Foods, Inc.
CUTIE PIE	78/161,578	2,740,531	9-6-02	7-22-03	Horizon Snack Foods, Inc.
CUTIE PIE design	78/161,646	2,747,324	9-6-02	8-5-03	Horizon Snack Foods, Inc.
ALL-AMERICAN PIE	76/427,179	2,746,650	7-3-02	8-5-03	Horizon Snack Foods, Inc.
HOME RUN PIE	75/321,259	2,165,928	7-8-97	6-16-98	Horizon Snack Foods of California, Inc.
HOME RUN SNACKS	75/136,419	2,115,572	7-19-96	11-25-97	Horizon Snack Foods of California, Inc.
HEALTHY FOCUS	77/078,363	3,389,537	1-8-07	2-26-08	La Tempesta Bakery Confection, Inc.
LA TEMPESTA	77/063,670	3,377,157	12-13-06	2-5-08	La Tempesta Bakery Confections, Inc.
UN MOMENTO	75/559,997	2,356,205	9-28-98	6-6-00	La Tempesta Bakery Confections, Inc.
TORRONE BISCOTTATO	75/431,405	2,319,925	2-9-98	2-15-00	La Tempesta Bakery Confections, Inc.
Design only	75/202,070	2,147,329	11-20-96	3-31-98	La Tempesta Bakery Confections, Inc.
BISCOTTI MEZZAMORE	74/378,383	1,819,125	4-9-93	2-1-94	La Tempesta Bakery Confections, Inc.
BISCOTTI AMORE BIANCO	74/378,506	1,818,096	4-9-93	1-25-94	La Tempesta Bakery Confections, Inc.
CIOCCOLOTTI	74/378,823	1,818,097	4-9-93	1-25-94	La Tempesta Bakery Confections, Inc.
NE-MO'S FINE BAKERY PRODUCTS design	75/467,423	2,232,344	4-17-98	3-16-99	Ne-Mo's Bakery, Inc.
HOMEMADE	75/071,020	2,059,019	3-12-96	5-6-97	Ne-Mo's Bakery, Inc.

GOODNESS...AWAY FROM HOME (stylized)					
NE-MO'S design	74/191,154	1,697,871	7-31-91	6-30-92	Ne-Mo's Bakery, Inc.

COPYRIGHT COLLATERAL

TITLE	COPYRIGHT NO.	REG. DATE	OWNER
Sleepy Angel	VA0000706018	10-17-94	La Tempesta Bakery Confections, Inc.
The Mother of Modern Biscotti	VA0000706017	10-17-94	La Tempesta Bakery Confections, Inc.