

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Horizon Food Group, Inc.		12/24/2013	CORPORATION: DELAWARE
Horizon Snack Foods, Inc.		12/24/2013	CORPORATION: UTAH
Nemo's Bakery, Inc.		12/24/2013	CORPORATION: CALIFORNIA
La Tempesta Bakery Confections Inc.		12/24/2013	CORPORATION: CALIFORNIA
Horizon Snack Foods of California, Inc.		12/24/2013	CORPORATION: TEXAS
Horizon Snack Foods of Texas, Inc.		12/24/2013	CORPORATION: TEXAS
Hometown Distributing, Inc.		12/24/2013	CORPORATION: CALIFORNIA
Ne-Mo's Acquisition Corp.		12/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MEDLEY OPPORTUNITY FUND II LP
Street Address:	375 Park Avenue, 33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2746650	ALL-AMERICAN PIE
Registration Number:	2147329	
Registration Number:	1818096	BISCOTTI AMORE BIANCO
Registration Number:	1819125	BISCOTTI MEZZAMORE
Registration Number:	1818097	CIOCCOLOTTI
Registration Number:	4139705	COFFEE HOUSE
Registration Number:	2740531	CUTIE PIE

OP \$465.00 2746650

Registration Number:	3660500	CUTIE PIE
Registration Number:	3982097	GRANOLA FLATS
Registration Number:	3389537	HEALTHY FOCUS
Registration Number:	2059019	HOMEMADE GOODNESS...AWAY FROM HOME
Registration Number:	3377157	LA TEMPESTA
Registration Number:	4038204	NE-MO'S
Registration Number:	1697871	NE-MO'S
Registration Number:	2232344	NE-MO'S FINE BAKERY PRODUCTS
Registration Number:	4143332	WELCOME TO WHOLESOMEVILLE
Serial Number:	85924564	BARSCOTTI
Serial Number:	85939787	BREAKER

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:	12/26/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of MEDLEY OPPORTUNITY FUND II LP, a Delaware limited partnership (“*Medley*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, HORIZON FOOD GROUP, INC., a Delaware corporation (“*Holdings*”), HORIZON SNACK FOODS, INC., a Utah corporation (“*Horizon*”), NEMO’S BAKERY, INC., a California corporation (“*Nemo’s*”), LA TEMPESTA BAKERY CONFECTIONS, INC., a California corporation (“*La Tempesta*”, together with Horizon and Nemo’s, collectively, the “*Borrowers*” and individually each, a “*Borrower*”), the Subsidiaries of Holdings or the Borrowers that are or become Guarantors pursuant to Section 8.13 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of December 24, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of December 24, 2013 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, 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 and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral 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 and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the 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 Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Authorization to Supplement Schedule 1. Each Grantor authorizes Collateral Agent to supplement Schedule 1 from time to time to include any future Trademarks and Trademark Licenses covered by paragraph 2(a) hereof, to append such supplement Schedule 1 hereto and to file this Trademark Security Agreement (together with such supplement Schedule 1) with the United States Patent and Trademark Office.

Section 5. 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 6. 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 7. 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 WITHOUT REFERENCE TO**

CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

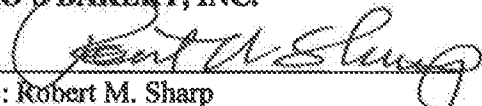
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

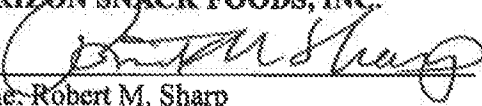
HORIZON FOOD GROUP, INC.

By: 
Name: Robert M. Sharp
Title: President

NEMO'S BAKERY, INC.

By: 
Name: Robert M. Sharp
Title: President

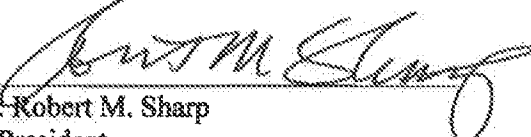
HORIZON SNACK FOODS, INC.

By: 
Name: Robert M. Sharp
Title: President

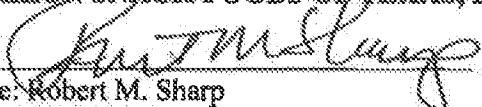
**LA TEMPESTA BAKERY CONFECTIONS
INC.**

By: 
Name: Robert M. Sharp
Title: President

**HORIZON SNACK FOODS OF CALIFORNIA,
INC.**

By: 
Name: Robert M. Sharp
Title: President

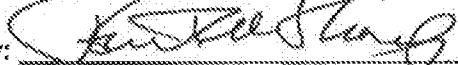
HORIZON SNACK FOODS OF TEXAS, INC.

By: 
Name: Robert M. Sharp
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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HOMETOWN DISTRIBUTING, INC.

By: 

Name: Robert M. Sharp

Title: President

NE-MO'S ACQUISITION CORP.

By: _____

Name: James M. Shorin

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005182 FRAME: 0100

HOMETOWN DISTRIBUTING, INC.

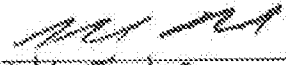
By: _____
Name: Robert M. Sharp
Title: President

NE-MO'S ACQUISITION CORP.

By: _____
Name: James M. Shorin
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

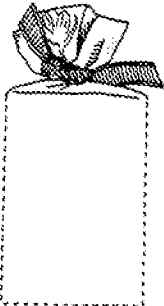
MEDLEY CAPITAL OPPORTUNITY FUND II LP,
as Agent

By: 
Name: Mark Taube
Title: Managing Member



[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
ALL-AMERICAN PIE	2,746,650	08/05/2003	Horizon Snack Foods, Inc.	USA
 (Bag Closure Design)	2,147,329	03/31/1998	La Tempesta Bakery Confections Inc.	USA
BISCOTTI AMORE BIANCO	1,818,096	01/25/1994	La Tempesta Bakery Confections Inc.	USA
BISCOTTI MEZZAMORE	1,819,125	02/01/1994	La Tempesta Bakery Confections Inc.	USA
CIOCCOLOTTI	1,818,097	01/25/1994	La Tempesta Bakery Confections Inc.	USA

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
COFFEE HOUSE	4,139,705	05/08/2012	Nemo's Bakery, Inc.	USA
CUTIE PIE	2,740,531	07/22/2003	Horizon Snack Foods, Inc.	USA
 (Design)	3,660,500	07/28/2009	Horizon Snack Foods, Inc.	USA
GRANOLA FLATS	3,982,097	06/21/2011	Nemo's Bakery, Inc.	USA
HEALTHY FOCUS	3,389,537	02/26/2008	La Tempesta Bakery Confections Inc.	USA
<i>Homemade Goodness . . . Away From Home</i>	2,059,019	05/06/1997	Nemo's Bakery, Inc.	USA
LA TEMPESTA	3,377,157	02/05/2008	La Tempesta Bakery Confections Inc.	USA
NE-MO'S	4,038,204	10/11/2011	Nemo's Bakery, Inc.	USA

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
 (Design)	1,697,871	06/30/1992	Nemo's Bakery, Inc.	USA
 (Design)	2,232,344	03/16/1999	Nemo's Bakery, Inc.	USA
WELCOME TO WHOLESOMEVILLE	4,143,332	05/15/2012	Nemo's Bakery, Inc.	USA
CUTIE PIE & Design	TMA636131 (registration) 1196472 (application)	11/07/2003 (application)	Horizon Snack Foods, Inc.	Canada

2. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE	OWNER	COUNTRY
BARSCOTTI	85/924,564	05/06/2013	Horizon Food Group, Inc.	USA

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE	OWNER	COUNTRY
BREAKER	85/939,787	05/22/2013	Horizon Food Group, Inc.	USA
BARSCOTTI	PENDING	PENDING	Horizon Food Group, Inc.	Mexico

3. TRADEMARK LICENSES

None.