

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Link Snacks, Inc.		03/31/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4449300	SMALL BATCH	
<b>Serial Number:</b>	85935288	JACK LINK'S SMALL BATCH ORIGINAL NO 11 H	
<b>Registration Number:</b>	4393900	SQUATCH	
<b>Registration Number:</b>	4393901	SQUATCH	
<b>Registration Number:</b>	4397696		
<b>Registration Number:</b>	4361873	MATADOR BEEF JERKY	
<b>Registration Number:</b>	4265356	JOIN THE SNACK STICK REVOLUTION	
<b>Registration Number:</b>	4269132	REAL FLAVOR REAL SPICE REAL MEAT	
<b>Registration Number:</b>	4269131	POWERFULLY BOLD FLAVOR UNIQUELY TENDER B	
<b>Registration Number:</b>	4309756	BIG DIPPERS	
<b>Registration Number:</b>	4116191	MATADOR BEEF JERKY	
<b>Registration Number:</b>	4106817		
<b>Registration Number:</b>	4113035	MATADOR	
<b>Registration Number:</b>	4116188	A JERKY REVOLUTION	
<b>Registration Number:</b>	4119593	A REVOLUTIONARY SNACKING EXPERIENCE	
<b>Registration Number:</b>	3967603	CLASSIC TASTE. CLASSIC PRICE.	
<b>Registration Number:</b>	3963166	JACK LINK'S CLASSICS	
<b>Registration Number:</b>	2911218	SUGAR RIVER	
<b>Registration Number:</b>	3468713	SUGAR RIVER	
<b>Registration Number:</b>	2158773	STRICKLER'S	
<b>TRADEMARK</b>			

CH \$540.00 4449300

Property Type	Number	Word Mark
Registration Number:	1253877	SUGAR RIVER

**CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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

**Phone:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 717 N. Harwood St., Suite 3400

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	36084-39260
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	04/03/2014

**Total Attachments: 7**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of March 31, 2014 by and from **LINK SNACKS, INC.**, a Wisconsin corporation (the "Grantor"), to and in favor of **JPMORGAN CHASE BANK, N.A.** (the "Grantee"), as Collateral Agent for the Creditors (as defined in the Intercreditor Agreement referenced below).

WHEREAS, JLBJ Holdings, Inc. ("Holdings"), the Grantor, as borrower, JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), and the institutions from time to time parties thereto as lenders (the "Lenders") are parties to that certain Amended and Restated Credit Agreement dated as of August 30, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the Grantor, Holdings, the Lenders and the Administrative Agent have agreed to amend and restate the Existing Credit Agreement pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantee has been appointed Collateral Agent (the "Collateral Agent") pursuant to that certain Amended and Restated Intercreditor and Collateral Agency Agreement, dated as of the date hereof, by and among the Administrative Agent (on its behalf and on behalf of the Lenders), the Grantee, in its capacity as Collateral Agent, and each of the "Noteholders" party thereto (which amends and restates the previous intercreditor to which the foregoing parties are subject, and as such agreement may be further amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, Holdings, the Grantor, the Collateral Agent and certain other Loan Parties have previously entered into that certain Second Amended and Restated Pledge and Security Agreement dated as of August 30, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement");

WHEREAS, Holdings, the Grantor, the Collateral Agent and certain other Loan Parties have agreed to amend and restate the Existing Security Agreement in its entirety pursuant to that certain Third Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Holdings, the Grantor, Prudential Investment Management, Inc., the Initial Purchasers named in the Purchaser Schedule attached thereto and each Prudential Affiliate which becomes a party thereto from time to time are party to that certain Note Purchase and Private Shelf Agreement, dated as of December 13, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Existing Note Purchase Agreement");

WHEREAS, Holdings, the Grantor, the Guarantors party thereto, Prudential Investment Management, Inc., the Existing Holders named in the Purchaser Schedule attached

thereto, the Series C Note Purchasers named in the Purchaser Schedule attached thereto and each Prudential Affiliate which becomes a party thereto from time to time have amended and restated the Existing Note Purchase Agreement in its entirety pursuant to that certain Amended and Restated Note Purchase and Private Shelf Agreement, dated as of the date hereof (the “Note Purchase Agreement”; together with the Credit Agreement and the agreements, documents and instruments delivered in connection with any or all of the foregoing (as each may be amended, restated, supplemented or otherwise modified from time to time), the “Senior Indebtedness Documents”);

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Senior Indebtedness Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations; (ii) all of the obligations and liabilities of the Loan Party Guarantors under the Loan Party Guaranty; and (iii) all of the obligations and liabilities of the guarantors under that certain Amended and Restated Guaranty dated as of March 31, 2014 in favor of the holders of the notes issued pursuant to the Note Purchase Agreement from time to time. Upon the payment in full of all Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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 Illinois.

*[Signature page follows]*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

LINK SNACKS, INC.

By: 

Name: John Hermeier

Title: Chief Financial Officer and Treasurer

Signature Page to  
Confirmatory Grant of Security Interest in United States Trademarks



**TRADEMARK**  
**REEL: 005250 FRAME: 0972**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
SMALL BATCH	85935285	5/17/2013	4449300	12/10/2013
JACK LINK'S SMALL BATCH ORIGINAL NO 11 HANDCRAFTED BEEF JERKY EXCELLENT SOURCE OF PROTEIN 97% FAT FREE JACK LINK FAMILY QUALITY GUARANTEE SINCE 1885  	85935288	5/17/2013		
SQUATCH	85733146	9/19/2012	4393900	8/27/2013
SQUATCH  	85733147	9/19/2012	4393901	8/27/2013
<i>Design Only</i>  	85733149	9/19/2012	4397696	9/3/2013
MATADOR BEEF JERKY	85402562	8/19/2011	4361873	7/2/2013

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
				
JOIN THE SNACK STICK REVOLUTION	85402545	8/19/2011	4265356	12/25/2012
REAL FLAVOR REAL SPICE REAL MEAT	85402555	8/19/2011	4269132	1/1/2013
POWERFULLY BOLD FLAVOR UNIQUELY TENDER BITE	85402533	8/19/2011	4269131	1/1/2013
BIG DIPPERS	85358282	6/28/2011	4309756	3/26/2013
MATADOR BEEF JERKY 	85269898	3/17/2011	4116191	3/20/2012
<i>Design Only</i> 	85267672	3/15/2011	4106817	2/28/2012
MATADOR 	85267668	3/15/2011	4113035	3/13/2012
A JERKY REVOLUTION	85267674	3/15/2011	4116188	3/20/2011
A REVOLUTIONARY SNACKING EXPERIENCE	85267673	3/15/2011	4119593	3/27/2012
CLASSIC TASTE. CLASSIC PRICE.	85001969	3/30/2010	3967603	5/24/2011
JACK LINK'S CLASSICS	77961940	3/18/2010	3963166	5/17/2011
SUGAR RIVER	78342918	12/18/2003	2911218	12/14/2004
SUGAR RIVER & DESIGN	77097955	2/2/2007	3468713	7/15/2008



MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
				
STRICKLER'S	75276427	4/17/1997	2158773	5/19/1998
SUGAR RIVER & DESIGN 	73287014	11/24/1980	1253877	10/11/1983