

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shearer's Foods, LLC		06/30/2014	LIMITED LIABILITY COMPANY: OHIO
Snack Alliance, Inc.		06/30/2014	CORPORATION: OREGON
Shearer's Foods Burlington, LLC		06/30/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4288801	CHEESE PLEESERS
Registration Number:	3654341	DIPSTERS
Registration Number:	3897375	DIPSTERS
Registration Number:	3741108	KRAZI CURLS!
Registration Number:	1620176	MESQUITE GRANDPA'S CHOICE
Registration Number:	3628640	SHAPERS
Serial Number:	85364493	SHEARER PERFECTION
Registration Number:	2202051	SHEARER PERFECTION IN EVERY BAG
Registration Number:	3663392	SHEARER'S
Registration Number:	2999837	SHEARER'S
Registration Number:	3119618	SHEARER'S
Registration Number:	3677688	SHOVELS
Registration Number:	3696903	TANGOS
Registration Number:	4140387	TASTES EVIL, BUT ISN'T
Registration Number:	3674339	THE CRUNCH OF THE PARTY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4200198	THIN & CRISPY
Registration Number:	2805553	TIRITAS
Registration Number:	3465817	CACTUS JOE
Registration Number:	4190973	CUPZ
Registration Number:	3939062	HARVEST SNACKS
Registration Number:	2558191	MEDALLION
Registration Number:	1522017	MEDALLION
Registration Number:	1772504	SNACK \$ SAVER
Registration Number:	1621442	GRANDPA'S CHOICE
Registration Number:	3299728	RICEWORKS
Registration Number:	3493349	RICEWORKS
Registration Number:	3489908	SIMPLIMENTAL
Registration Number:	2501593	THIN & CRISPY POTATO CHIPS
Registration Number:	3574024	COUNTRY CRISP
Registration Number:	2609782	JODAN'S
Registration Number:	3516101	BRENT & SAM'S
Registration Number:	3611223	BRENT & SAM'S PREMIUM GOURMET COOKIES
Registration Number:	1582820	DELICIOUS
Registration Number:	4003851	DELICIOUS BAKERY
Registration Number:	4053155	HOMEKIST
Registration Number:	4068738	HOMEKIST
Registration Number:	2337901	HOMEKIST - OLD FASHIONED BAKED GOODNESS
Registration Number:	4162252	HOMEKIST
Serial Number:	85223212	LET'S GRAB A BITE TOGETHER & CATCH UP
Registration Number:	0892552	MORNING COFFEE
Registration Number:	2292846	VISTA

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F150530

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE: /Karen S. Cottrell/

TRADEMARK

REEL: 005312 FRAME: 0943

DATE SIGNED:	07/01/2014
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Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2014, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of CREDIT SUISSE AG, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the other Secured Parties. Reference is made to that certain Security Agreement, dated as of June 30, 2014, by and among Shearer’s Foods, LLC, an Ohio limited liability company (the “**Borrower**”), Brewster Foods, LLC, a Virginia limited liability company and the direct parent company of the Borrower (“**Holdings II**”), Chip Holdings, LLC, a Delaware limited liability company and the direct parent company of Holdings II (“**Holdings I**” and, together with Holdings II, “**Holdings**”) and each other Grantor, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, the other Grantors, the Lenders and Credit Suisse AG, as administrative agent and Collateral Agent, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Article X of the Credit Agreement, each Grantor (other than the Borrower) has provided a guaranty with respect to the Obligations;

WHEREAS, all of the Grantors are party to the 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 Collateral Agent and the Lenders to enter into the Credit Agreement, 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 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, pledges and hypothecates 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 IP Licenses included in the Collateral, including, without limitation, 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, without limitation, 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.

Section 3. 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 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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.

Section 7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreements shall govern and control.

[SIGNATURE PAGE FOLLOWS]

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.

SHEARER'S FOODS, LLC, as Grantor

By: 
Name: Christopher Fraleigh
Title: Chief Executive Officer and President

SNACK ALLIANCE, INC., as Grantor

By: 
Name: Christopher Fraleigh
Title: Chief Executive Officer and President

SHEARER'S FOODS BURLINGTON,
LLC, as Grantor


By: 
Name: Christopher Fraleigh
Title: Chief Executive Officer and President

*[Signature Page to Second Lien Trademark Security Agreement --
Shearer's Foods, LLC, Snack Alliance, Inc. and Shearer's Foods Burlington, LLC]*

ACKNOWLEDGED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 
Name: Bill O'Daly
Title: Authorized Signatory


By: 
Name: Sally Reyes
Title: Authorized Signatory

*[Signature Page to Second Lien Trademark Security Agreement –
Shearer's Foods, LLC and Snack Alliance, Inc.]*

SCHEDULE 1

Trademarks

	Registration No. (Appl. No.)	Mark	Country	Application / Registration Date	Status	Owner
1.	4288801	CHEESE PLEESERS	United States	02/12/2013	Registered	<u>Shearer's Foods, LLC</u>
2.	3,654,341	DIPSTERS	United States	07/14/2009	Registered	<u>Shearer's Foods, LLC</u>
3.	3,897,375	DIPSTERS	United States	12/28/2010	Registered	<u>Shearer's Foods, LLC</u>
4.	3,741,108	KRAZI CURLS!	United States	01/19/2010	Registered	<u>Shearer's Foods, LLC</u>
5.	1,620,176	MESQUITE GRANDPA'S CHOICE	United States	10/30/1990	Registered	<u>Shearer's Foods, LLC</u>
6.	3,628,640	SHAPERS	United States	05/26/2009	Registered	<u>Shearer's Foods, LLC</u>
7.	(85/364,493)	SHEARER PERFECTION	United States	07/06/2011	Pending	<u>Shearer's Foods, LLC</u>
8.	2,202,051	SHEARER PERFECTION IN EVERY BAG	United States	11/03/1998	Registered	<u>Shearer's Foods, LLC</u>
9.	3,663,392	SHEARER'S	United States	08/04/2009	Registered	<u>Shearer's Foods, LLC</u>
10.	2,999,837	SHEARER'S and DESIGN 	United States	09/27/2005	Registered	<u>Shearer's Foods, LLC</u>
11.	3,119,618	SHEARER'S (Stylized) 	United States	07/25/2006	Registered	<u>Shearer's Foods, LLC</u>
12.	3,677,688	SHOVELS	United States	09/01/2009	Registered	<u>Shearer's Foods, LLC</u>
13.	3,696,903	TANGOS	United States	10/13/2009	Registered	<u>Shearer's Foods, LLC</u>
14.	4,140,387	TASTES EVIL, BUT ISN'T	United States	05/08/2012	Registered	<u>Shearer's Foods, LLC</u>
15.	3,674,339	THE CRUNCH OF THE PARTY	United States	08/25/2009	Registered	<u>Shearer's Foods, LLC</u>
16.	4,200,198	THIN & CRISPY	United States	08/28/2012	Registered	<u>Shearer's Foods, LLC</u>
17.	2,805,553	TIRITAS	United States	01/13/2004	Registered	<u>Shearer's Foods, LLC</u>
18.	3,465,817	CACTUS JOE	United States	07/15/2008	Registered	<u>Shearer's Foods, LLC</u>
19.	4,190,973	CUPZ	United States	08/14/2012	Registered	<u>Shearer's Foods, LLC</u>
20.	3,939,062	HARVEST SNACKS	United States	03/29/2011	Registered	<u>Shearer's Foods, LLC</u>
21.	2,558,191	MEDALLION	United States	04/09/2002	Registered	<u>Shearer's Foods, LLC</u>
22.	1,522,017	MEDALLION	United States	01/24/1989	Registered	<u>Shearer's Foods, LLC</u>

	Registration No. (Appl. No.)	Mark	Country	Application / Registration Date	Status	Owner
23.	1,772,504	SNACK S SAVER	United States	05/18/1993	Registered	<u>Shearer's Foods, LLC</u>
24.	1,621,442	GRANDPA'S CHOICE	United States	11/06/1990	Registered	<u>Shearer's Foods, LLC.</u>
25.	3,299,728	RICEWORKS	United States	09/25/2007	Registered	<u>Snack Alliance, Inc.</u>
26.	3,493,349	RICEWORKS	United States	08/26/2008	Registered	<u>Snack Alliance, Inc.</u>
27.	3,489,908	SIMPLIMENTAL	United States	08/19/2008	Registered	<u>Snack Alliance, Inc.</u>
28.	2,501,593	THIN & CRISPY POTATO CHIPS and Design 	United States	10/30/2001	Registered	<u>Snack Alliance, Inc.</u>
29.	3,574,024*	COUNTRY CRISP	United States	02/10/2009	Registered	<u>Snack Alliance, Inc.</u>
30.	2609782	JODAN'S	United States	08/20/2002	Registered	Shearer's Foods Burlington, LLC
31.	3516101	BRENT & SAM'S	United States	10/14/2008	Registered	Shearer's Foods Burlington, LLC
32.	3611223	BRENT & SAM'S PREMIUM GOURMET COOKIES and Design	United States	04/28/2009	Registered	Shearer's Foods Burlington, LLC
33.	1582820	DELICIOUS	United States	02/13/1990	Registered	Shearer's Foods Burlington, LLC
34.	4003851	DELICIOUS BAKERY and Design	United States	07/26/2011	Registered	Shearer's Foods Burlington, LLC
35.	4053155	HOMEKIST	United States	11/08/2011	Registered	Shearer's Foods Burlington, LLC
36.	4068738	HOMEKIST	United States	12/06/2011	Registered	Shearer's Foods Burlington, LLC
37.	2337901	HOMEKIST - OLD FASHIONED BAKED GOODNESS and Design	United States	04/04/2000	Registered	Shearer's Foods Burlington, LLC
38.	4162252	HOMEKIST and Design	United States	06/19/2012	Registered	Shearer's Foods Burlington, LLC
39.	85/223,212	LET'S GRAB A BITE TOGETHER & CATCH UP	United States	01/21/2011	Pending	Shearer's Foods Burlington, LLC
40.	892552	MORNING COFFEE	United States	09-Jun-1970	Registered	Shearer's Foods Burlington, LLC
41.	2292846	VISTA and Design	United States	16-Nov-1999	Registered	Shearer's Foods Burlington, LLC