

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325243

<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>
Angie's Artisan Treats, LLC		12/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Administrative Agent		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	a Canadian chartered Bank acting through its Chicago branch: CANADA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86229950	A ANGIE'S	
<b>Serial Number:</b>	86231217	BOOM CHICKA POP.	
<b>Serial Number:</b>	86230126	CONTAINS NOTHING BUT INGREDIENTS YOU'LL	
<b>Serial Number:</b>	86284750	NOM NOM NOW	
<b>Registration Number:</b>	4472612	DELIGHTFULLY DIFFERENT	
<b>Registration Number:</b>	4269723	BOOMCHICKAPOP	
<b>Registration Number:</b>	4269751	35 CALORIES PER CUP NOT PER MOLECULE	
<b>Registration Number:</b>	4585083	MOVIE POP	
<b>Registration Number:</b>	4556654	UNCOMMONLY SALTED CARAMEL	
<b>Registration Number:</b>	4431248	INGREDIENTS YOU'LL LOVE	
<b>Registration Number:</b>	4303647	A ANGIE'S ARTISAN TREATS	
<b>Registration Number:</b>	4201077	INGREDIENTS TO LOVE	
<b>Registration Number:</b>	4121502	GOOD INSIDE & OUT	
<b>Registration Number:</b>	4640317	BOOM CHICKA POP.	
<b>Registration Number:</b>	3103415	ANGIE'S	
<b>Registration Number:</b>	4314449	HOLIDRIZZLE	
<b>Registration Number:</b>	4393229	IT'S TIME YOU HAD A FAIRY SNACKMOTHER	
<b>Registration Number:</b>	4556655	SWEETLY WHITE CHEDDAR	
<b>Registration Number:</b>	4472614	TOTALLY FANTASTICAL	
<b>TRADEMARK</b>			

CH \$690.00 86229950

Property Type	Number	Word Mark
Registration Number:	4556653	POLITELY SWEET & SPICY
Registration Number:	4145135	ARTISAN TREATS
Registration Number:	4130710	THE PERFECT BALANCE OF SWEETNESS & SALT
Registration Number:	3960563	A ANGIE'S ARTISAN TREATS
Serial Number:	86421781	GROW SOME BOOM
Serial Number:	86422140	BOOM TOUR
Registration Number:	4442520	BOOM CHICKA POP.
Registration Number:	4624536	I'M A LITTLE BIT SALTY. I'M A LITTLE BIT

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061  
*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:** 312.577.8034  
**Email:** oscar.ruiz@kattenlaw.com  
**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	207545-68
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	12/05/2014

**Total Attachments: 7**  
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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 5, 2014, by ANGIE'S ARTISAN TREATS, LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 5, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

**ANGIE'S ARTISAN TREATS, LLC**

By: \_\_\_\_\_

Name: Gregory Bastian

Title: Chief Financial Officer and Chief Operating Officer

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<b>L&amp;V NO.</b>	<b>TRADEMARK</b>	<b>APPLN/REG NO DATE</b>	<b>GOODS</b>	<b>STATUS/ ACTION DUE</b>
519621.0076	A (Logo)	86/229,950 3/24/2014	Popcorn, flavored popcorn (cl. 30)	Published 9/2/2014
519621.0115	BOOMCHICKAPOP color	86/231,217 3/25/2014	Popcorn, flavored popcorn (cl. 30)	Published 9/2/2014
519621.0096	CONTAINS NOTHING BUT INGREDIENTS YOU'LL LOVE	86/230,126 3/24/2014	Popcorn, flavored popcorn (cl. 30)	Published 9/2/2014
519621.0117	NOM NOM NOW	86/284,750 5/19/2014	Popcorn, flavored popcorn (cl. 30)	Pending
519621.0075	DELIGHTFULLY DIFFERENT	4,472,612 1/21/2014	Popcorn, flavored popcorn (cl. 30)	Registered 8&15 due 1/21/2020
519621.0025	ANGIE'S KETTLE CORN & LOGO DESIGN (Minnesota State Registration)	825,476-2 03/11/2014	Kettle Com (cl. 30)	Allow to Lapse Instructions
519621.0046	BOOMCHICKAPOP	4,269,723 01/01/2013	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 1/1/2019
519621.0053	35 CALORIES PER CUP NOT PER MOLECULE (stylized)	4,269,751 1/1/2013	Snack foods, namely, popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 1/1/2019

L&V NO.	TRADEMARK	APPLN/REG NO DATE	GOODS	STATUS/ ACTION DUE
519621.0062	MOVIE POP	4,585,083 8/12/2014	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 8/12/2020
519621.0066	UNCOMMONLY SALTED CARAMEL	4,556,654 6/24/2014	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 6/24/2020
519621.0058	INGREDIENTS YOU'LL LOVE	4,431,248 11/12/2013	Snack foods, namely, popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 11/12/2019
519621.0030	A ANGIE'S ARTISAN TREATS & Design (b&w)	4,303,647 3/19/2013	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 3/19/2019
519621.0041	INGREDIENTS TO LOVE	4,201,077 9/04/2012	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 9/4/2018
519621.0043	GOOD INSIDE & OUT	4,121,502 4/03/2012	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 4/3/2018
519621.0047	BOOM CHICKA POP. (stylized)	4,640,317 11/18/2014	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 12/3/2019

L&V NO.	TRADEMARK	APPLN/REG NO DATE	GOODS	STATUS/ ACTION DUE
519621.0009	ANGIE'S	3,103,415 06/13/2006	Snack foods, namely popcorn, flavored popcorn, flavored partially-popped popcorn and popcorn based snack bars (cl. 30)	Registered Renewal Due 6/13/2016
519621.0049	HOLIDRIZZLE	4,314,449 04/02/2013	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 4/2/2019
519621.0051	IT'S TIME YOU HAD A FAIRY SNACKMOTHER	4,393,229 08/27/2013	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 8/27/2019
519621.0068	SWEETLY WHITE CHEDDAR	4,556,655 6/24/2014	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 6/24/2020
519621.0074	TOTALLY FANTASTICAL (child)	4,472,614 1/21/2014	Popcorn, flavored popcorn (cl. 30)	Registered 8&15 due 1/21/2020
519621.0064	POLITELY SWEET & SPICY	4,556,653 6/24/2014	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 6/24/2020

L&V NO.	TRADEMARK	APPLN/REG NO DATE	GOODS	STATUS/ ACTION DUE
519621.0028	ARTISAN TREATS	4,145,135 05/22/2012	Snack foods, namely popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 5/22/2018
519621.0026	THE PERFECT BALANCE OF SWEETNESS & SALT	4,130,710 04/24/2012	Snack foods, namely, popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 4/24/2018
519621.0023	A ANGIE'S ARTISAN TREATS & Design (color)	3,960,563 05/17/2011	Snack foods, namely, popcorn and flavored popcorn (cl. 30)	Registered Affidavit of Use due 5/17/2017
519621.Grow	GROW SOME BOOM	86,421,781 10/13/14	Popcorn seeds (cl. 30)	Pending
519621.BOOM	BOOM TOUR	86,422,140 10/13/14	Popcorn, and flavored popcorn (cl. 30)	Pending
519621.0047	BOOM CHICKA POP	4,442,520 12/3/13	Snack foods, namely, popcorn and flavored popcorn (cl. 30)	Registered
519621.0098	I'M A LITTLE BIT SALTY. I'M A LITTLE BIT ROCK 'N ROLL	4,624,536 10/21/14	Popcorn, flavored popcorn (cl. 30)	Registered