

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Farmer Brands LLC		03/23/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	GH Pop Holdings LLC		
Street Address:	115 Pomona Drive		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27407		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4191775	AMERICANFARMER	
Serial Number:	85929731	AMERICAN FARMER	
Serial Number:	85938054	AMERICAN FARMER	
Serial Number:	85938058	AMERICAN FARMER	
Serial Number:	86065451	AMERICAN FARMER	
Serial Number:	86065454	AMERICAN FARMER	
Serial Number:	86294954	AMERICAN FARMER	
Serial Number:	86345370	AMERICAN FARMER	
Registration Number:	4618118	RED BARN	
Serial Number:	86128186	AMERICANFARMER FOXY POPCORN	
CORRESPONDENCE DATA			
Fax Number:	2157012035		
<i>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.</i>			
Phone:	215-665-4702		
Email:	jcloak@cozen.com		
Correspondent Name:	J. Trevor Cloak		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$265.00 4191775

ATTORNEY DOCKET NUMBER:	330861.000
NAME OF SUBMITTER:	J. Trevor Cloak
SIGNATURE:	/J. Trevor Cloak/
DATE SIGNED:	03/24/2015

Total Attachments: 5

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RECORDATION OF SECURITY INTEREST

GH Pop Holdings LLC, a Pennsylvania limited liability company with an address of 115 Pomona Drive, Greensboro, NC 27407 (“Lender”) and American Farmer Brands LLC, a New York limited liability company with its principal place of business at 30 Rosalind Place, Lawrence, NY 11559 (“Borrower”) hereby execute this Recordation of Security Interest as of this 23rd day of March, 2015, acknowledging the Security Interest (defined below) in Lender’s favor with respect to certain Collateral.

WHEREAS, Lender and Borrower are parties to that certain Loan and Security Agreement dated as of the date hereof (the “Loan Agreement”),

WHEREAS, pursuant to the Loan Agreement, Lender agreed to make a Loan to Borrower and Borrower agreed to repay the Loan on certain terms and conditions set forth in the Loan Documents, which are hereby incorporated by reference;

WHEREAS, pursuant to the Loan Agreement and the other Loan Documents, Borrower agreed, among other things, to provide security for the prompt satisfaction of all Obligations of the Borrower to Lender and granted Lender a first and prior lien on, security interest in, and pledged and assigned to the Lender, the Collateral, which Collateral included certain Intellectual Property, including, but not limited to, the trademarks and service marks identified in the attached Schedule A, including all related applications and/or registrations therefore and all goodwill associated therewith (“Security Interest”); and

WHEREAS, the Parties wish to file this Recordation of Security Interest with the U.S. Patent and Trademark Office to record Lender’s Security Interest in the Intellectual Property, as set forth in the Loan Agreement.


NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in the Loan Agreement, which terms and conditions are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals are hereby incorporated by reference.
2. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Loan Agreement.
3. Pursuant to the terms and conditions in the Loan Agreement, to secure the prompt, indefeasible payment and performance of all Obligations when due, the Borrower hereby grants to the Lender a first and prior lien on, security interest in, and so pledges and assigns to the Lender, the Collateral, including the Intellectual Property identified in Schedule A attached hereto.
4. The terms and conditions governing the Parties’ respective duties and obligations concerning the Security Interest, the Collateral and the release thereof are set forth in the Loan Agreement and are hereby incorporated by reference.

5. The signatories below are the fully authorized executives of the respective Parties, with the authority to act on behalf of, and legally bind, the respective entities.

IN WITNESS WHEREOF, the parties hereto have caused this Recordation of Security Interest to be executed and delivered on the date first above written by their duly authorized executives:

AMERICAN FARMER BRANDS LLC

By: 
Name: Meyer Futersch
Title: CEO

GH POP HOLDINGS LLC

By: _____
Name: Dylan B. Lissette
Title: Chief Executive Officer


5. The signatories below are the fully authorized executives of the respective Parties, with the authority to act on behalf of, and legally bind, the respective entities.

IN WITNESS WHEREOF, the parties hereto have caused this Recordation of Security Interest to be executed and delivered on the date first above written by their duly authorized executives:

AMERICAN FARMER BRANDS LLC

By: _____
Name:
Title:

GH POP HOLDINGS LLC

By:  _____
Name: Dylan B. Lissette
Title: Chief Executive Officer

SCHEDULE A
Schedule of Intellectual Property

Note: It is understood that all references to any trademarks, service marks, trade names and any applications or registrations therefore include all of the goodwill of the business or the associated goods and services represented thereby and associated therewith.

U.S. Trademark Registrations / Applications

<u>Name</u>	<u>Description/Classes</u>	<u>Date of Filing</u>	<u>Filing/Reg. No.</u>
AMERICANFARMER (word mark)	IC 30	June 16 th 2011	85347824 / 4191775
AMERICAN FARMER (word mark)	IC 025	May 13 th 2013	85929731
AMERICAN FARMER and Design (design mark)	29,30,32,34,35	May 21 st 2013	85938054
AMERICAN FARMER (word mark)	29,32,34,35	May 21 st 2013	85938058
AMERICAN FARMER (word mark)	001, 031	September 16 th 2013	86065451
AMERICAN FARMER and Design (design mark)	001,031	September 16 th 2013	86065454
AMERICAN FARMER (word mark)	16, 28	May 29 th 2014	86294954
AMERICAN FARMER (word mark)	41	July 23 2014	86345370
RED BARN (word mark)	30	January 8 th 2013	85817631 / 4618118
AMERICANFARMER FOXY POPCORN	30	November 25 th 2013	86128186

Unregistered Trademarks and Trade Names

American Farmer Brands LLC (trade name)
American Farmer Popcorn (trade name)
RED BARN (word mark)
SLIM N' LIGHT (word mark)
SWEET & SALTY (word mark)

OLD SCHOOL MOVIE THEATER (word mark)
FOXY POP (word mark)
ALL NATURAL FOXY POP SEA SALT POPPED CORN (word mark)
ALL NATURAL FOXY POP SEA SALT POPPED CORN and Design (design mark)
ALL NATURAL SWEET SALTY KETTLE POPPED CORN (word mark)
ALL NATURAL SWEET SALTY KETTLE POPPED CORN and Design (design mark)
ALL NATURAL OLD SCHOOL MOVIE THEATER POPPED CORN (word mark)
ALL NATURAL OLD SCHOOL MOVIE THEATER POPPED CORN and Design (design mark)
ALL NATURAL SLIM N' LIGHT KETTLE POPPED CORN (word mark)
ALL NATURAL SLIM N' LIGHT KETTLE POPPED CORN and Design (design mark)
ALL NATURAL CREAMY CARAMEL POPPED CORN (word mark)
ALL NATURAL CREAMY CARAMEL POPPED CORN and Design (design mark)
ALL NATURAL CRUNCHY CARAMEL POPPED CORN (word mark)
ALL NATURAL CRUNCHY CARAMEL POPPED CORN and Design (design mark)
35 ITTY BITTY CALORIES PER CUP (word mark)
35 ITTY BITTY CALORIES PER CUP and Design (design mark)

All design marks and trade dress appearing on American Farmer Brands LLC's packaging, including, but not limited to: (1) Graphic of President Lincoln wearing 3-D glasses; (2) Graphic of Ben Franklin on a bike; (3) Graphic of a yellow/orange rooster; (4) Graphic of Statue of Liberty holding an ear of corn; (5) Graphic of President Washington on a tractor; and (6) Graphic of girl wrapped in American flag

Copyrights

All copyrights in all graphical images, designs, layout, content, text and other works of authorship appearing on any packaging (including the above-referenced graphics)*

All copyrights in all images, designs, layout, content, text and other works of authorship appearing on or associated with American Farmer Brands LLC's website at www.afpopcorn.com

All copyrights in any and all advertising material(s) created or developed by American Farmer Brands LLC