

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paqui LLC		05/29/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4612797	VERY VERDE GOOD	
Registration Number:	4525256	HAUNTED GHOST PEPPER	
Registration Number:	4470009	STREET CORN	
Registration Number:	4458029	ORIGINAL DELIGHTS	
Registration Number:	4421577	COWBOY RANCH	
Registration Number:	3923576	PAQUI	
Registration Number:	3923575	PAQUI	
Registration Number:	3842080	HOMEMADE HAPPINESS	
Registration Number:	3838304	PAQUI	
Registration Number:	3841944	PAQUI	
Serial Number:	86312755	HATCH CHILE HARVEST	
Serial Number:	86418999	HOMEMADE HORROR	
Serial Number:	86525910	FRESH FROM AUSTIN, TEXAS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
TRADEMARK			

CH \$340.00 4612797

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 40767-133

NAME OF SUBMITTER: Jenifer deWolf Paine

SIGNATURE: /Jenifer deWolf Paine/

DATE SIGNED: 05/29/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 29, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among PAQUI LLC, a Texas limited liability company (the "Grantor") and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SKINNYPOP POPCORN LLC, a Delaware limited liability company (formerly known as TA MIDCO 1, LLC) (the "Borrower"), AMPLIFY SNACK BRANDS, INC., a Delaware corporation ("Holdings"), the Lenders and the Issuing Banks party thereto and JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and (b) the Collateral Agreement dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAQUILLC,
a Texas limited liability company

By 

Name: Brian Goldberg


Title: Chief Financial Officer

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005526 FRAME: 0800

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JEFFERIES FINANCE LLC,
as Administrative Agent

By 
Name: J. Paul McDonnell
Title: Managing Director

REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
VERY VERDE GOOD	4612797	09/30/2014
HAUNTED GHOST PEPPER	4525256	05/06/2014
STREET CORN	4470009	01/21/2014
ORIGINAL DELIGHTS	4458029	12/31/2013
COWBOY RANCH	4421577	10/22/2013
PAQUI	3923576	02/22/2011
PAQUI	3923575	02/22/2011
HOMEMADE HAPPINESS	3842080	08/31/2010
PAQUI	3838304	08/24/2010
PAQUI	3841944	08/31/2010

TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
HATCH CHILE HARVEST	86312755	06/18/2014
HOMEMADE HORROR	86418999	10/09/2014
FRESH FROM AUSTIN, TEXAS	86525910	02/05/2015