

SCHEDULE A

TO

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>
HERR'S CARES	86521640	86521640 (serial number)	02/02/2015 (filing date)
PRETZLERS	86289288	4680067	01/28/2015
HERR'S CRUNCHY CHEESTIX	86497341	86497341 (serial number)	01/07/2015 (filing date)
SNACK FRESH	86248167	86248167 (serial number)	04/10/2014 (filing date)
GO LITE!	86247021	86247021 (serial number)	04/09/2014 (filing date)
WAFFLE WORKS WW	86228349	86228349 (serial number)	03/21/2014 (filing date)
GOODNESS NATURED	86130714	86130714 (serial number)	11/27/2013 (filing date)
ALL NATURAL GOODNESS NATURED	86108404	86108404 (serial number)	11/01/2013 (filing date)
HIPPITY HOLLOW	85831669	4534458	05/20/2014
EARTH CRUNCH	85710141	4515474	04/15/2014
HONEST, HARD WORKING FLAVORS	85232035	4195408	08/21/2012
DON'T WAIT FOR THE WHISTLE, START YOUR MUNCH-BREAK NOW!	85232005	4176534	07/17/2012
THE FLAVOR MILL	85112506	4161767	06/19/2012
1853	85005051	4014670	08/23/2011
HIS	78810789	3390017	02/26/2008

3757698.1

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>
SNACK SENSATIONS	77954007	3895453	12/21/2010
HERR'S CHIPPER	77804236	3789710	05/18/2010
FRESH COUNTS	77733766	3854563	09/28/2010
RIGHT FIT	77584334	4088245	01/17/2012
SNACK FRIEZ	77513555	3674187	08/25/2009
THE NEW YORKER	77357064	3578748	02/24/2009
LIVE LIFE WITH FLAVOR	77217889	3385051	02/19/2008
HERR'S	76595270	2984750	08/16/2005
HERR'S BITE SIZE DIPPERS TORTILLA CHIPS	76535305	2905866	11/30/2004
HERR'S OLD FASHIONED HANDCOOKED POTATO CHIPS	75842232	2415602	12/26/2000
HERR'S CHIPPER	75656688	2309408	01/18/2000
MAKE HERR'S YOURS	73743515	1563555	10/31/1989
HERR'S PENNSYLVANIA DUTCH STYLE POTATO CHIPS	73613114	1460244	10/06/1987
HERR'S	73077461	1078502	11/29/1977
HERR'S	73077460	1078501	11/29/1977
FLAVOR MILL	72348068	938966	07/25/1972

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the "Trademark Security Agreement"), dated as of August 13, 2015, is made by **HERR HOLDINGS, INC.**, a Delaware corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain General Security Agreement and Guaranty Agreement, in each instance, dated of even date herewith (as amended or modified from time to time, collectively, the "Guaranty Documents"), by and among, Grantor, certain affiliates of Grantor, and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to **HERR FOODS INCORPORATED**, a Pennsylvania corporation ("Borrower") under such financing arrangements;

WHEREAS, Grantor is a wholly-owned Subsidiary of Borrower and, as such, has guaranteed the obligations of Borrower to Lender, all as more fully set forth in the Guaranty Documents;

WHEREAS, as security for Grantor's obligations arising under the Guaranty Documents, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. As security for the Guaranteed Obligations (as defined in the Guaranty Agreement), Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in the Guaranty Documents or this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the Guaranty Documents, and the other Loan Documents, each of which is hereby incorporated by reference. The provisions of the General Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the General Security Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under the Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tiff") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

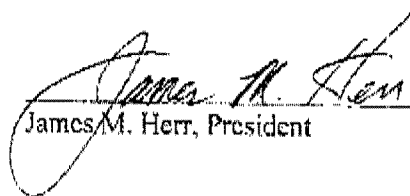
9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the General Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

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

HERR HOLDINGS, INC., as Grantor

By:


James M. Herr, President

{Trademark Security Agreement}

TRADEMARK
REEL: 005602 FRAME: 0441

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A., as Lender

By: *Daniel K. Clancy*
Name: Daniel K. Clancy
Title: Authorized Signatory

[Trademark Security Agreement]

TRADEMARK
REEL: 005602 FRAME: 0442

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that HERR HOLDINGS, INC., a Delaware corporation ("Grantor"), hereby appoints BANK OF AMERICA, N.A. ("Lender") and each officer thereof, upon and during the continuance of an "Event of Default" (as that term is defined in that certain Loan and Security Agreement by and between Herr Foods Incorporated and Lender), its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan and Security Agreement or other related Loan Documents upon and during the continuance of any such Event of Default:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates, or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

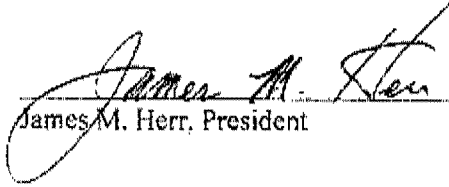
This Special Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Security Agreement and may not be revoked until full payment of the "Guaranteed Obligations," as such term is defined in that certain Guaranty Agreement executed by Grantor in favor of Lender.

Dated as of August 13, 2015.

[Signature Page Follows]

HERR HOLDINGS, INC., as Grantor

By:


James M. Herr, President

{Special Power of Attorney - Trademark Security Agreement}

TRADEMARK
REEL: 005602 FRAME: 0444

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS
SEE ATTACHED

[Schedule 1 - Trademark Security Agreement]

TRADEMARK
REEL: 005602 FRAME: 0445

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Assignee Reel/Frame (*prior to the Closing Date)</u>
HERR'S CARES	86521640	86521640 (serial number)	02/02/2015 (filing date)	None.
PRETZLERS	86289283	4680067	01/28/2015	Fulton Bank, N.A. 5324/0816
HERR'S CRUNCHY CHEESTIX	86497341	86497341 (serial number)	01/07/2015 (filing date)	None.
SNACK FRESH	86248167	86248167 (serial number)	04/10/2014 (filing date)	Fulton Bank, N.A. 5324/0816
GO LITE!	86247021	86247021 (serial number)	04/09/2014 (filing date)	Fulton Bank, N.A. 5324/0816
WAFFLE WORKS WW	86228349	86228349 (serial number)	03/21/2014 (filing date)	Fulton Bank, N.A. 5324/0816
GOODNESS NATURED	86130714	86130714 (serial number)	11/27/2013 (filing date)	Fulton Bank, N.A. 5324/0816
ALL NATURAL GOODNESS NATURED	86108404	86108404 (serial number)	11/01/2013 (filing date)	Fulton Bank, N.A. 5324/0816
HIPPITY HOLLOW	85831669	4534458	05/20/2014	Fulton Bank, N.A. 5324/0816
EARTH CRUNCH	85710141	4515474	04/15/2014	Fulton Bank, N.A. 5324/0816
HONEST, HARD WORKING FLAVORS	85232035	4195408	08/21/2012	Fulton Bank, N.A. 5324/0816
DON'T WAIT FOR THE WHISTLE. START YOUR MUNCH-BREAK NOW!	85232005	4176534	07/17/2012	Fulton Bank, N.A. 5324/0816
THE FLAVOR MILL	85112506	4161767	06/19/2012	Fulton Bank, N.A. 5324/0816
I853	85005051	4014670	08/23/2011	Fulton Bank, N.A. 5324/0816
HIS	78810789	3390017	02/26/2008	Fulton Bank, N.A. 5324/0816
SNACK SENSATIONS	77954007	3895453	12/21/2010	Fulton Bank, N.A. 5324/0816
HERR'S CHIPPER	77804236	3789710	05/18/2010	Fulton Bank, N.A. 5324/0816
FRESH COUNTS	77733766	3854563	09/28/2010	Fulton Bank, N.A. 5324/0816
RIGHT FIT	77584334	4088245	01/17/2012	Fulton Bank, N.A. 5324/0816
SNACK PRJEZ	77513555	3674187	08/25/2009	Fulton Bank, N.A. 5324/0816
THE NEW YORKER	77357064	3578748	02/24/2009	Fulton Bank, N.A. 5324/0816
LIVE LIFE WITH FLAVOR	77217889	3385031	02/19/2008	(1) Herr Holdings Inc. 3860/0914 (2) Fulton Bank, N.A.

[Schedule 1 - Trademark Security Agreement]

TRADEMARK
REEL: 005602 FRAME: 0446

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Assignee Recd/Frame ("prior to the Closing Date)</u>
HERR'S	76595270	2984750	08/16/2005	5324/0816 Fulton Bank, N.A. 5324/0816
HERR'S BITE SIZE DIPPERS TORTILLA CHIPS	76535305	2905866	11/30/2004	Fulton Bank, N.A. 5324/0816
HERR'S OLD FASHIONED HANDCOOKED POTATO CHIPS	75842232	2415602	12/26/2000	Fulton Bank, N.A. 5324/0816
HERR'S CHIPPER	75656688	2309408	01/18/2000	Fulton Bank, N.A. 5324/0816
MAKE HERR'S YOURS	73743515	1563555	10/31/1989	(1) Herr Holdings, Inc. 0862/0045 (2) Fulton Bank, N.A. 5324/0816
HERR'S PENNSYLVANIA DUTCH STYLE POTATO CHIPS	73613114	1460244	10/06/1987	(1) Herr Holdings, Inc. 0862/0045 (2) Fulton Bank, N.A. 5324/0816
HERR'S	73077461	1078502	11/29/1977	(1) Herr Foods Incorporated 0548/0620 (2) Herr Holdings, Inc. 0862/0045 (3) Fulton Bank, N.A. 5324/0816
HERR'S	73077460	1078501	11/29/1977	(1) Herr Foods Incorporated 0548/0620 (2) Herr Holdings, Inc. 0862/0045 (3) Fulton Bank, N.A. 5324/0816
FLAVOR MILL	72343068	938966	07/25/1972	(1) Warner-Jenkinson Company of California 0269/0089 (2) The Seven-Up Company 0464/0342 (3) Byrnes & Kiefer Co. 0522/0654 (4) Herr Holdings, Inc. 4257/0842 (5) Fulton Bank, N.A. 5324/0816

[Trademark Security Agreement]