Form PTO-1594 (Rev. 06/04) OMB Collection 0851-0027 (ex p. 6/30/2005	U.S. DEPARTMENT OF C		
	FORM COVER SHEET	mark Onic	
	ARKS ONLY		
To the director of the U. S. Patent and Trademark Office: Ple	ase record the attached documents or the new address(es) be	low.	
Name of conveying party(les)/Execution Date(s):	Name and address of receiving party(ies)	90	
Herr Holdings, Inc.	Additional names, addresses, or citizenship attached?		
	Name: Bank of America, N.A.	•	
	Internal Address:		
☐ Individual(s) ☐ Association	Street Address:One Bryant Park		
General Partnership			
⊠Corporation-State	City: New York		
Other: I	State: New York		
Citizenship (see guidelines) <u>Delaware</u>	Countralica		
Execution Date(s) August 13, 2015	Country: USA Zip: 10036		
Additional names of conveying parties attached? ☐Yes ☒ No	☑ Association Citizenship <u>USA</u>		
3. Nature of conveyance:	General Partnership Citizenship		
☐ Assignment ☐ Merger ☐ Limited Partnership Citizenship			
☑ Security Agreement ☐ Change of Name	Corporation Citizenship		
☐ Other	Other Citizenship		
	If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No (Designations must be a separate document from assignment)	n†ì	
4. Application number(s) or registration number(s) and ident	ification or description of the Trademark.		
A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO	B. Trademark Registration No.(s) SEE SCHEDULE A ANNI HERETO		
	Additional sheet(s) attached?	□No	
C. Identification or Description of Trademark(s) (and Filing Date in SEE SCHEDULE A ANNEXED HERETO			
Name address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 31	1	
Name: Susan O'Brien	regionations (involved,	J	
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$790.00 Authorized to be charged by credit card		
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account		
City: <u>Albany</u>	☐ Enclosed 8. Payment Information:		
State: NY Zip: 12205	MAN.	i	
Phone Number: 800-342-3676	a. Credit Card Last 4 Numbers 1	7	
Fax Number: <u>800-962-7049</u>	b. Deposit Account Number	+	
Email Address: cls-udsalbany@woltgrskt/wer.com	Authorized User Name:		
9. Signature:	8/13/	75	
Signature	Date		
Michael G. Regina Name of Person Signing	Total number of pages including coving sheet, attachments, and document.		

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TO

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Trademark	Serial	D	The shade of
<u>Fracemark</u>	Number	Registration No.	Registration Date
HERR'S CARES	86521640	86521640 (serial	02/02/2015 (filing
		number)	date)
PRETZLERS	86289288	4680067	01/28/2015
HERR'S CRUNCHY	86497341	86497341 (serial	01/07/2015 (filing
CHEESTIX		number)	date)
SNACK FRESH	86248167	86248167 (serial	04/10/2014 (filing
Mr. M. of Markhami		number)	date)
GO LITE!	86247021	86247021 (serial	04/09/2014 (filing
TALL FIRST IN TALLOWS	0.60000.40	number)	date)
WAFFLE WORKS	86228349	86228349 (serial number)	03/21/2014 (filing
GOODNESS	<u> </u> 86130714		(late)
NATURED	00130714	86130714 (serial number)	11/27/2013
ALL NATURAL	96109404		(filing date)
GOODNESS	86108404	86108404 (serial number)	11/01/2013
NATURED		intimit (X,1)	(filing date)
HIPPITY HOLLOW	85831669	4534458	05/20/2014
EARTH CRUNCH	85710141	4515474	04/15/2014
HONEST, HARD	85232035	4195408	08/21/2012
WORKING			÷
FLAVORS			
DON'T WAIT FOR	85232005	4176534	07/17/2012
THE WHISTLE, START YOUR			!
MUNCH-BREAK			
NOW!			4
THE FLAVOR	85112506	4161767	06/19/2012
MILL	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
1853	85005051	4014670	08/23/2011
HIS	78810789	3390017	02/26/2008

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<u>Trademark</u>	<u>Serial</u> Number	Registration No.	Registration Date
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	(17/25/1972

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. <u>Defined Terms</u>. 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 <u>Schedule 1</u> 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 "<u>Trademarks</u>");
- (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. <u>Successors and Assigns</u>. 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. <u>Disputes.</u> 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]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A., as Lender

By:

Name: Daniel K. Clancy

Title: Authorized Signatory

[Trademark Security Agreement]

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]

[Exhibit A - Trademark Security Agreement]

HERR HOLDINGS, INC., as Grantor

Ву:

James M. Herr, President

[Special Power of Attorney - Trademark Security Agreement]

SCHEDULE 1 TRADEMARKS AND TRADEMARK APPLICATIONS

SEE ATTACHED

[Schedule I - Trademark Security Agreement]

Trademark	<u>Scrial</u> <u>Number</u>	Registration No.	Registration Date	Assignce Reel/Frame (*prior to
HERR'S CARES	86521640	86521640 (script number)	02/02/2015 (filing date)	None.
PRETZLERS	86289288	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)	[1/27/2013	Fulton Bank, N.A.
TI bis miles and a second			(filing date)	5324/0816
ALL NATURAL GOODNESS NATURED	86108404	86108404 (serial number)	11/01/2013	Fulton Bank, N.A.
LIBBOTY HOLLOW	***		(filing date)	5324/0816
HIPPITY HOLLOW	85831669	4534458	05/20/2014	Fulton Bank, N.A.
EARTH CRUNCH		TO THE STATE OF TH		5324/0816
EARTHCKUNCH	85710141	4515474	04/15/2014	Fulton Bank, N.A.
HONEST, HARD WORKING				5324/0816
FLAVORS	85232035	4195408	08/21/2012	Fulton Bank, N.A.
DON'T WAIT FOR THE	0.000000			5324/0816
WHISTLE, START YOUR	85232005	4176534	07/17/2012	Fulton Bank, N.A.
MUNCH-BREAK NOW!	ļ			5324/0816
THE FLAVOR MILL	85112506	4161767	06/19/2012	Fulton Bank, N.A.
1853				5324/0816
(ii, / <u>.</u>	85005051	4014670	08/23/2011	Fulton Bank, N.A.
FIIS .				5324/0816
110	78810789	3390017	02/26/2008	Fulton Bank, N.A.
SNACK SENSATIONS	7505464		<u> </u>	5324/0816
The state of the s	77954007	3895453	12/21/2010	Fulton Bank, N.A.
HERR'S CHIPPER	77804236	2500212		5324/0816
	77004230	3789710	05/18/2010	Fulton Bank, N.A.
RESH COUNTS	77733766	2064667		5324/0816
	77733700	3854563	09/28/2010	Fulton Bank, N.A.
RIGHT FIT	77584334	4088245	21/15/2011	5324/0816
	1.0000	4000243	01/17/2012	Fulton Bank, N.A.
NACK FRIEZ	77513555	3674187	08/25/2009	5324/0816
			1/01731700A	Fulton Bank, N.A.
HE NEW YORKER	77357064	3578748	02/24/2009	\$324/0816
			141 641 880 A	Fulton Bank, N.A.
<u> </u>				5324/0816
IVE LIFE WITH FLAVOR	77217889	3385051	02/19/2008	(1) Hare Flat 3th
			stant 4 att mystyl ()	(1) Herr Holdings Inc. 3860/0914
		i	i l	activity (4)

[Schedule 1 - Trademark Security Agreement]

Trademark	Serial Number	Registration No.	Registration Date	Assignee Recl/Frame (*prior to the Closing Date)
				5324/0816
HERR'S	76595270	2984750	08/16/2005	Fulton Bank, N.A.
				5324/0816
HERR'S BITE SIZE DIPPERS TORTILLA CHIPS	76535305	2905866	11/30/2004	Fulton Bank, N.A.
	<u> </u>			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.
Adverse appropriation				5324/0816
MAKE HERR'S YOURS	73743515	1563555	10/31/1989	(1) Herr Holdings, Inc.
				0862/0045
				(2) Fulton Bank, N.A.
I CONTRACTOR OF THE PARTY OF TH				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.
HERR'S				5324/0816
HEKK 5	73077461	1078502	11/29/1977	(1) Herr Foods
				Interperated
				0548/0620
				(2) Herr Holdings, Inc.
				0862/0045
				(3) Fulton Bank, N.A.
MERR'S				5324/0816
S. C. Barrier Sept. Sept.	73077460	1078501	11/29/1977	(1) Hort Foods
				Incorporated
				0548/0620
				(2) Herr Holdings, Inc.
				0862/0045
				(3) Fulton Bank, N.A.
FLAVOR MILL	72348068	Obenics	,	5324/0816
	7234000a	938966	07/25/1972	(1) Wamer-Jenkinson
				Company of California
				0269/0089
				(2) The Seven-Up Company
				0464/0342
				(3) Byrnes & Kiefer
				Co.
		1		0522/0654
				(4) Herr Holdings, Inc.
				4257/0842
				(5) Fulton Bank, N.A.
				5324/0816

[Trademark Security Agreement]

TRADEMARK
REEL: 005602 FRAME: 0447

RECORDED: 08/17/2015