

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medora Snacks, LLC		10/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	106 Corporate Park Drive		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604-3806		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3872791	POPCORNERS	
Registration Number:	3869920	THE NEW SHAPE OF POPCORN	
Registration Number:	4433921	THE NEW SHAPE OF WHOLE GRAIN	
Registration Number:	4518986	POPANGLES	
Registration Number:	4643276	TWISTED SALT	
Registration Number:	4685858	SKINNY CHIPPERS	
Registration Number:	4676421	WHOLESOME IN A CHIP	
Registration Number:	4786906	POPCRINKLES	
CORRESPONDENCE DATA			
Fax Number:	3127069125		
<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:	3127018623		
Email:	IPdocket@mayerbrown.com		
Correspondent Name:	Richard M. Assmus		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	15486947		
NAME OF SUBMITTER:	Richard M. Assmus		

CH \$215.00 3872791

SIGNATURE:	/rma/
DATE SIGNED:	11/02/2015
Total Attachments: 3 source=04. JPM_BFY Grant of Security Interest (Trademark) (Executed)#page1.tif source=04. JPM_BFY Grant of Security Interest (Trademark) (Executed)#page2.tif source=04. JPM_BFY Grant of Security Interest (Trademark) (Executed)#page3.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 27, 2015 (this "Security Agreement"), is executed by MEDORA SNACKS, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Lender (the "Lender").

A. Pursuant to that certain Credit Agreement, dated as of October 27, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, inter alios, BFY ACQUISITION INC. (the "Borrower"), the Grantor and the Lender, the Lender has agreed to extend loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and/or is using the trademarks more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Pursuant to the Pledge and Security Agreement, dated as of October 27, 2015 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among, inter alios, the Grantor and the Lender, the Grantor has granted to the Lender a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (but excluding, for the avoidance of doubt, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (the "Collateral"), to secure the payment and performance of the Secured Obligations as defined in the Credit Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The address of the Grantor is 79 Industrial Place, Middletown, Orange County, New York 10940. The address of the Lender is JPMorgan Chase Bank, N.A., 106 Corporate Park Drive, White Plains, NY 10604-3806.

IN WITNESS WHEREOF, the undersigned has executed this Security Agreement as of the date first set forth above.

MEDORA SNACKS, LLC

By: 
Name: Paul Nardone
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
POPCORNERS	11/9/10	U.S. Reg. No. 3,872,791
THE NEW SHAPE OF POPCORN	11/2/10	U.S. Reg. No. 3,869,920
THE NEW SHAPE OF WHOLE GRAIN	11/12/13	U.S. Reg. No. 4,433,921
POPANGLES	4/22/14	U.S. Reg. No. 4,518,986
TWISTED SALT	11/25/14	U.S. Reg. No. 4,643,276
SKINNY CHIPPERS	02/10/15	U.S. Reg. No. 4685858
WHOLESOME IN A CHIP	01/20/15	U.S. Reg. No. 4676421
POPCRINKLES	8/4/2015	U.S. Reg. No. 4786906

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
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