

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrel O'Fun Snack Foods Co., LLC		11/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1242227	BARREL O' FUN	
Registration Number:	3178174	BEER CHIPS	
Registration Number:	3323634	BEER CHIPS	
Registration Number:	3898006	CORNSATIONS	
Registration Number:	3360320	DIGGINS CORN CHIPS	
Registration Number:	3196717	JONNY RAPP'S	
Registration Number:	1606539	KETTLE CREEK	
Registration Number:	1616927	KETTLE CREEK	
Registration Number:	3928442	KETTLE CREEK OUTFITTERS	
Registration Number:	3344102	MADE FROM THE HEART	
Registration Number:	2910793	RACHEL'S	
Registration Number:	4258898	SALVEO	
Registration Number:	4481154	T.J. CRISP	
Registration Number:	4243284	TATER POPS	
Registration Number:	4217184	UNO GRANDE	
Registration Number:	2719213	VIC'S CORN POPPER	
Registration Number:	2719214	VIC'S CORN POPPER	
Registration Number:	1416256	VIC'S CORN POPPER	
Registration Number:	4795198	ENGINE CO. 51	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4126643	TIO CARLITO'S
Registration Number:	1710221	CHIPS O'GOLD
Registration Number:	1699905	CHIPS O' GOLD
Registration Number:	1286193	FUNITOS

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-531
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	11/23/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2015, is made by Barrel O'Fun Snack Foods Co., LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of October 31, 2012 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

**BARREL O'FUN SNACK FOODS CO.,
LLC, as Grantor**

By: 
Name: Fredric Kohmann
Title: Chief Financial Officer and Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

	Registration No. (Appl. No.)	Mark	Country	Application / Registration Date	Status	Owner
1.	1,242,227	BARREL O'FUN	United States	Jun 14, 1983	Registered	Barrel O'Fun Snack Foods Co., LLC
2.	3,178,174	BEER CHIPS	United States	Nov 28, 2006	Registered	Barrel O'Fun Snack Foods Co., LLC
3.	3,323,634	BEER CHIPS & Color Design	United States	Oct 30, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
4.	3,898,006	CORNSATIONS	United States	Dec 28, 2010	Registered	Barrel O'Fun Snack Foods Co., LLC
5.	3,360,320	DIGGINS CORN CHIPS	United States	Dec 25, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
6.	3,196,717	JONNY RAPP'S	United States	Jan 9, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
7.	1,606,539	KETTLE CREEK	United States	Jul 17, 1990	Registered	Barrel O'Fun Snack Foods Co., LLC
8.	1,616,927	KETTLE CREEK	United States	Oct 9, 1990	Registered	Barrel O'Fun Snack Foods Co., LLC
9.	3,928,442	KETTLE CREEK OUTFITTERS	United States	Mar 8, 2011	Registered	Barrel O'Fun Snack Foods Co., LLC
10.	3,344,102	MADE FROM THE HEART	United States	Nov 27, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
11.	2,910,793	RACHEL'S and Design	United States	Dec 14, 2004	Registered	Barrel O'Fun Snack Foods Co., LLC
12.	4,258,898	SALVEO	United States	Dec 11, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
13.	4,481,154	T.J. CRISP	United States	Feb 11, 2014	Registered	Barrel O'Fun Snack Foods Co., LLC
14.	4,243,284	TATER POPS	United States	Nov 13, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
15.	4,217,184	UNO GRANDE	United States	Oct 2, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
16.	2,719,213	VIC'S CORN POPPER	United States	May 27, 2003	Registered	Barrel O'Fun Snack Foods Co., LLC
17.	2,719,214	VIC'S CORN POPPER and Design	United States	May 27, 2003	Registered	Barrel O'Fun Snack Foods Co., LLC
18.	1,416,256	VIC'S CORN POPPER and Design	United States	Nov 4, 1986	Registered	Barrel O'Fun Snack Foods Co., LLC
19.	4,795,198	Engine Co. 51	United States	Aug 18, 2015	Registered	Barrel O'Fun Snack Foods Co., LLC
20.	4,126,643	Tio Carlito's	United States	Apr 10, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
21.	1,710,221	CHIPS O'GOLD	United States	Aug 25, 1992	Registered	Barrel O'Fun Snack Foods Co., LLC
22.	1,699,905	CHIPS O'GOLD	United States	Jul 7, 1992	Registered	Barrel O'Fun Snack Foods Co., LLC

	Registration No. (Appl. No.)	Mark	Country	Application / Registration Date	Status	Owner
23.	1,286,193	FUNITOS	United States	Jul 17, 1984	Registered	Barrel O'Fun Snack Foods Co., LLC