

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
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:	U.S. Bank National Association, as Administrative Agent		
Street Address:	333 Commerce Street, Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	national association: UNITED STATES		
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			

OP \$590.00 1242227

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:

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 057121-0088

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 12/07/2015

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 U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Notes Collateral Agent") for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of October 29, 2012 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Initial Indenture"), by and among Shearer's Escrow Corporation, a Delaware corporation (the "Escrow Issuer"), the Trustee and the Notes Collateral Agent, the Escrow Issuer issued \$235,000,000 principal amount of 9% senior secured notes due 2019 (together with any Additional Notes issued from time to time under the Indenture, the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Supplemental Indenture dated as of the date hereof (the "Supplemental Indenture" and together with the Initial Indenture, the "Indenture") among the Issuers, each Guarantor (as defined in the Indenture), the Trustee and the Notes Collateral, the Issuers assumed the obligations of the Escrow Issuer under the Notes and each Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Notes Collateral Agent (as amended by the Security Agreement Joinder (as defined below) and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guaranty the Obligations of the Issuers; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to the Joinder Agreement dated as of the date hereof (the "Security Agreement Joinder"), by each of the entities listed on the signature pages thereof, including the Grantor, in favor of the Notes Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Notes Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral.

The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Notes Collateral Agent for the benefit of the Secured Parties, and grants to the Notes Collateral 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 the 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement (as supplemented by the Security Agreement Joinder) and the Grantor hereby acknowledges and agrees that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Notes Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Notes Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the

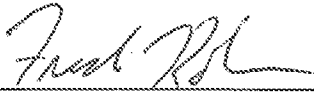
terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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

1. REGISTERED TRADEMARKS

	Registration No.	Mark	Registration Date
1.	1,242,227	BARREL O'FUN	Jun 14, 1983
2.	3,178,174	BEER CHIPS	Nov 28, 2006
3.	3,323,634	BEER CHIPS & Color Design	Oct 30, 2007
4.	3,898,006	CORNSATIONS	Dec 28, 2010
5.	3,360,320	DIGGINS CORN CHIPS	Dec 25, 2007
6.	3,196,717	JONNY RAPP'S	Jan 9, 2007
7.	1,606,539	KETTLE CREEK	Jul 17, 1990
8.	1,616,927	KETTLE CREEK	Oct 9, 1990
9.	3,928,442	KETTLE CREEK OUTFITTERS	Mar 8, 2011
10.	3,344,102	MADE FROM THE HEART	Nov 27, 2007
11.	2,910,793	RACHEL'S and Design	Dec 14, 2004
12.	4,258,898	SALVEO	Dec 11, 2012
13.	4,481,154	T.J. CRISP	Feb 11, 2014
14.	4,243,284	TATER POPS	Nov 13, 2012
15.	4,217,184	UNO GRANDE	Oct 2, 2012
16.	2,719,213	VIC'S CORN POPPER	May 27, 2003
17.	2,719,214	VIC'S CORN POPPER and Design	May 27, 2003
18.	1,416,256	VIC'S CORN POPPER and Design	November 4, 1986
19.	4,795,198	Engine Co. 51	August 18, 2015
20.	4,126,643	Tio Carlito's	April 10, 2012
21.	1,710,221	CHIPS O'GOLD	Aug 25, 1992
22.	1,699,905	CHIPS O'GOLD	Jul 7, 1992
23.	1,286,193	FUNITOS	Jul 17, 1984