

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDAHOAN FOODS, LLC	FORMERLY North American Foods, LLC	01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ING CAPITAL LLC, as Agent		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4680832	AMERICA'S FAVORITE MASHED POTATOES*	
Serial Number:	86646296	BUTTERY HOMESTYLE	
Registration Number:	4729857	GREAT POTATOES. NO APOLOGIES.	
Registration Number:	4874534	THE IDAHOAN GUARANTEE REAL POTATOES GUAR	
Registration Number:	4403535	HONEST EARTH	
Serial Number:	86795455	IDAHOAN	
Serial Number:	86799723	IDAHOAN	
Serial Number:	86444730	IDAHOAN FULLY LOADED	
Registration Number:	4686969	IDAHOAN REAL DELICIOUS QUICK AND SIMPLE	
Registration Number:	4451026	STEAKHOUSE	
Serial Number:	86795449	STEAKHOUSE	
Registration Number:	4391554	STEAKHOUSE	
Serial Number:	86799760	STEAKHOUSE	
Registration Number:	4522723	STEAKHOUSE REDS	
Registration Number:	4442705	SURVIVAL OF THE FULLEST TATERGEDDON! MAS	
Registration Number:	4384057	TATERGEDDON!	
Serial Number:	86627178	TATER TUMBLERS	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4680832

Fax Number: 4045725135

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015062
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	//Karen Osborne//
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DATE SIGNED:	01/05/2016
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of January 4, 2016, by and between Idahoan Foods, LLC, formerly known as North American Foods, LLC, a Delaware limited liability company (the "Pledgor") and ING CAPITAL LLC ("ING"), as agent (in such capacity together with any successor agent appointed pursuant to the terms of the Credit Agreement, the "Agent") for the benefit of the "Secured Parties" as defined in the Credit Agreement, as defined below (the "Secured Parties").

WITNESSETH:

RECITALS.

A. The Pledgor owns and uses certain trademarks and trademark licenses which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to that certain Third Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Pledgor, the lenders from time to time party thereto (the "Lenders"), and the Agent, the Lenders have agreed to make certain Loans to the Borrower, as more specifically described in the Credit Agreement; and

C. The Pledgor has executed an Amended and Restated Security Agreement, dated as of even date herewith in favor of the Agent, for the benefit of the Secured Parties (the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement, or if not defined in the Security Agreement, shall have the meanings ascribed to them in the Credit Agreement); and

D. Pursuant to the Security Agreement, the Pledgor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Secured Parties, all of the Pledgor's right, title and interest in and to, and granted to the Agent, for the benefit of the Secured Parties, a security interest in, the property described therein, including, without limitation, (a) all of Pledgor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Pledgor now has or hereafter acquires rights and wherever located; (b) all of the Pledgor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Pledgor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, the Agent and

Secured Parties have required that Pledgor grant to the Agent, for the benefit of Secured Parties, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Pledgor any right to use any Trademark.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for the payment and performance of the Secured Obligations, the Pledgor hereby grants, assigns and conveys to the Agent, for the benefit of the Secured Parties for security purposes a security interest in all of the Pledgor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Pledgor or in which Pledgor now has or hereafter acquires rights and wherever located; and

(b) each Trademark License now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License;

(c) any claim by the Pledgor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark referred to in Schedule I; and

(d) all products and proceeds of the foregoing.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Agent exercises the rights and remedies accorded to it hereunder or under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Pledgor shall own, and may use and enjoy the Property in connection with its business operations in accordance with the terms of the Security Agreement.

3. The Pledgor hereby further acknowledges and affirms that the representations, warranties and covenants of the Pledgor with respect to the Property and the rights and remedies of the Agent with respect to the collateral assignment of the Property 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.

4. This Agreement shall terminate upon payment and performance in full of all Secured Obligations and termination of the Commitments of the Lenders, under and as defined in, the Credit Agreement. At any time and from time to time prior to such payment in full and termination, the Agent may terminate its security interest in, or reconvey to the Pledgor any rights with respect to, any or all of the Property. Upon termination of this Agreement or any termination of the security interest in any of the Property pursuant to the Security Agreement and following a request from the Pledgor, the Agent shall, at the expense of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Pledgor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement pursuant to Section 4 hereof, the Pledgor shall obtain or acquire rights to any new Trademark or Trademark License, whether under a license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and the Pledgor shall comply with the terms of the Security Agreement with respect thereto. The Pledgor agrees to execute such further agreements or assignments as Agent shall request with respect to such after acquired property. The Pledgor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks, trademark applications and trademark licenses covered by Section 2 hereof or by this Section 5.

6. The Pledgor further agrees that neither the Agent nor any Secured Party shall have any obligation or responsibility to protect or defend the Property and the Pledgor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement.

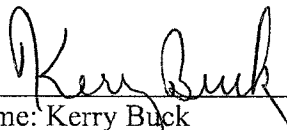
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

8. To the extent there is any actual irreconcilable conflict between the provisions of the Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officers as of the date first above written.

IDAHOAN FOODS, LLC

By: 
Name: Kerry Buck
Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005702 FRAME: 0505

Accepted:

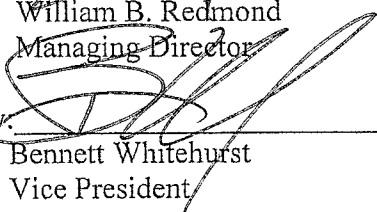
ING CAPITAL LLC, as Agent

By:



William B. Redmond
Managing Director

By:



Bennett Whitehurst
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations/Applications

Mark	Application Serial Number	Registration Number
AMERICA'S FAVORITE MASHED POTATOES (Stylized and Design)	86/181,724	4,680,832
BUTTERY HOMESTYLE	86/646,296	
GREAT POTATOES. NO APOLOGIES.	85/869,100	4,729,857
THE IDAHOAN GUARANTEE REAL POTATOES GUARANTEE GUARANTEED TO BE THE FINEST YOU'VE EVER EATEN OR YOUR MONEY BACK! Logo and Design	86/701,573	4,874,534
HONEST EARTH and Design	77/365,995	4,403,535
IDAHOAN	86/795,455	
IDAHOAN Logo and Design	86/799,723	
IDAHOAN FULLY LOADED	86/444,730	
IDAHOAN REAL DELICIOUS QUICK AND SIMPLE GREAT POTATOES NO APOLOGIES (Stylized and Design)	86/150,230	4,686,969
STEAKHOUSE	85/918,080	4,451,026
STEAKHOUSE	86/795,449	
STEAKHOUSE (Stylized and Design)	85/817,458	4,391,554
STEAKHOUSE Logo and Design	86/799,760	
STEAKHOUSE REDS	85/716,499	4,522,723
SURVIVAL OF THE FULLEST TATERGEDDON! MASHED VS BAKED Logo and Design	85/839,073	4,442,705
TATERGEDDON!	85/839,059	4,384,057
TATER TUMBLERS	86/627,178	