

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boundless Nutrition, LLC		06/03/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4508996	BOUNDLESS NUTRITION	
<b>Registration Number:</b>	4646360	GIVE BAR	
<b>Registration Number:</b>	4468871	OATMEGA BAR	
<b>Registration Number:</b>	4375469	UNDERCOVER VEGGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	2129693000		
<b>Email:</b>	trademark@proskauer.com, ypan@proskauer.com		
<b>Correspondent Name:</b>	Andrew L. Eiger		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>NAME OF SUBMITTER:</b>	Andrew L. Eiger		
<b>SIGNATURE:</b>	/Andrew L. Eiger/		
<b>DATE SIGNED:</b>	06/06/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 3, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among BOUNDLESS NUTRITION, LLC, a Texas limited liability company (the "Grantor") and JEFFRIES FINANCE LLC, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SKINNYPOP POPCORN LLC, a Delaware limited liability company (formerly known as TA MIDCO 1, LLC) (the "Borrower"), AMPLIFY SNACK BRANDS, INC., a Delaware corporation ("Holdings"), the Lenders and the Issuing Banks party thereto and JEFFRIES FINANCE LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and (b) the Collateral Agreement dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BOUNDLESS NUTRITION, LLC,  
a Texas limited liability company

By 

Name: Brian Goldberg


Title: Chief Financial Officer

[Signature Page To Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005806 FRAME: 0567**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JEFFERIES FINANCE LLC,  
as Administrative Agent

By   
Name: J. Paul McDonnell  
Title: Managing Director

[Signature Page To Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005806 FRAME: 0568**

**REGISTERED TRADEMARKS**

Mark	Registration No.	Registration Date
BOUNDLESS NUTRITION	4508996	04/08/2014
GIVE BAR	4646360	11/25/2014
OATMEGA BAR	4468871	1/21/2014
UNDERCOVER VEGGIES	4375469	7/30/2013

**TRADEMARK APPLICATIONS**

None.