

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amplify Snack Brands, Inc.		09/02/2016	Corporation: DELAWARE
SkinnyPop Popcorn LLC		09/02/2016	Limited Liability Company: DELAWARE
Paqui LLC		09/02/2016	Limited Liability Company: TEXAS
Boundless Nutrition, LLC		09/02/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4925651	DON'T WORRY BE PAQUI
Registration Number:	3971482	SKINNYPOP
Registration Number:	4142288	SKINNYPACK
Registration Number:	4265552	THE BIG SKINNY
Registration Number:	4929146	PURE POPPED PERFECTION
Registration Number:	4747516	HOMEMADE HORROR
Registration Number:	4612797	VERY VERDE GOOD
Registration Number:	4525256	HAUNTED GHOST PEPPER
Registration Number:	4470009	STREET CORN
Registration Number:	4458029	ORIGINAL DELIGHTS
Registration Number:	4421577	COWBOY RANCH
Registration Number:	3923576	PAQUI
Registration Number:	3923575	PAQUI
Registration Number:	3842080	HOMEMADE HAPPINESS

CH \$590.00 4925651

Property Type	Number	Word Mark
Registration Number:	3838304	PAQUI
Registration Number:	3841944	PAQUI
Registration Number:	4508996	BOUNDLESS NUTRITION
Registration Number:	4646360	GIVE BAR
Registration Number:	4468871	OATMEGA BAR
Registration Number:	4375469	UNDERCOVER VEGGIES
Serial Number:	87105377	WILD WILD RANCH
Serial Number:	87072701	AMPLIFY SNACK BRANDS
Serial Number:	87072917	SNACKING WITHOUT COMPROMISE

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 2129693000
Email: trademark@proskauer.com, ypan@proskauer.com
Correspondent Name: William Majeski
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-163
NAME OF SUBMITTER:	William Majeski
SIGNATURE:	/William Majeski/
DATE SIGNED:	09/02/2016

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 2, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among each of the grantors listed on the signature pages hereof (each, a "Grantor" and collectively, the "Grantors") and Jefferies 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 September 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AMPLIFY SNACK BRANDS, INC., a Delaware corporation (the "Borrower"), the Lenders and the Issuing Banks party thereto and JEFFERIES 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 September 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Borrower and 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. Each Grantor (other than the Borrower) 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, each 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"). Each 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. Each 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, each of the undersigned executes this Agreement as of the date first set forth above.

AMPLIFY SNACK BRANDS, INC., as Borrower

By: 

Name: Brian Goldberg

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0537

IN WITNESS WHEREOF, each of the undersigned executes this Agreement as of the date first set forth above.

SKINNYPOP POPCORN LLC

By: 

Name: Brian Goldberg

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0538

IN WITNESS WHEREOF, each of the undersigned executes this Agreement as of the date first set forth above.

PAQUI LLC

By 

Name: Brian Goldberg

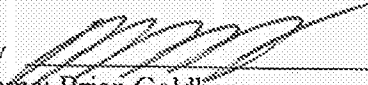
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0539

IN WITNESS WHEREOF, each of the undersigned executes this Agreement as of the date first set forth above.

BOUNDLESS NUTRITION, LLC

By 
Name: Brian Goldberg
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0540

JEFFERIES FINANCE LLC,
as Administrative Agent,

By 

Name: Brian Buoye

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0541

Trademarks and Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Amplify Snack Brands, Inc.	4925651	DON'T WORRY BE PAQUI
SkinnyPop Popcorn LLC	3971482	SKINNYPOP
SkinnyPop Popcorn LLC	4142288	SKINNYPACK
SkinnyPop Popcorn LLC	4265552	THE BIG SKINNY
SkinnyPop Popcorn LLC	4929146	PURE POPPED PERFECTION
Paqui LLC	4747516	HOMEMADE HORROR
Paqui LLC	4612797	VERY VERDE GOOD
Paqui LLC	4525256	HAUNTED GHOST PEPPER
Paqui LLC	4470009	STREET CORN
Paqui LLC	4458029	ORIGINAL DELIGHTS
Paqui LLC	4421577	COWBOY RANCH
Paqui LLC	3923576	PAQUI
Paqui LLC	3923575	PAQUI
Paqui LLC	3842080	HOMEMADE HAPPINESS
Paqui LLC	3838304	PAQUI
Paqui LLC	3841944	PAQUI
Boundless Nutrition, LLC	4508996	BOUNDLESS NUTRITION
Boundless Nutrition, LLC	4646360	GIVE BAR
Boundless Nutrition, LLC	4468871	OATMEGA BAR
Boundless Nutrition, LLC	4375469	UNDERCOVER VEGGIES

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Amplify Snack Brands, Inc.	87105377	WILD WILD RANCH
Amplify Snack Brands, Inc.	87072701	AMPLIFY SNACK BRANDS
Amplify Snack Brands, Inc.	87072917	SNACKING WITHOUT COMPROMISE

Licenses: None

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
SkinnyPop Popcorn LLC	TMA916328	Canada	SKINNYPOP
SkinnyPop Popcorn LLC	14814842	European Union	SKINNYPOP
SkinnyPop Popcorn LLC	1736010	Australia	PURE POPPED PERFECTION
SkinnyPop Popcorn LLC	1639405	Australia	SKINNYPOP
SkinnyPop Popcorn LLC	1031973	New Zealand	PURE POPPED PERFECTION
SkinnyPop Popcorn LLC	1212129	International Registrar	SKINNYPOP
SkinnyPop Popcorn LLC	14814842	European Union	PURE POPPED PERFECTION
SkinnyPop Popcorn LLC	3971482	China	SKINNYPOP
SkinnyPop Popcorn LLC	JPO 2014-357423	Japan	SKINNYPOP
SkinnyPop Popcorn LLC	Int. Reg No. 1212129	Russia	SKINNYPOP
SkinnyPop Popcorn LLC	Int. Reg No. 1212129	Turkey	SKINNYPOP

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
Amplify Snack Brands, Inc.	1792414	Canada	WILD WILD RANCH
Amplify Snack Brands, Inc.	1751964	Canada	DON'T WORRY BE PAQUI
SkinnyPop Popcorn LLC	2841412	India	SKINNYPOP
SkinnyPop Popcorn LLC	1733485	Canada	PURE POPPED PERFECTION
SkinnyPop Popcorn LLC	103050016	Taiwan	SKINNYPOP
SkinnyPop Popcorn LLC	A0043314	Mexico	SKINNYPOP

Licenses: None