

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mount Franklin Foods, LLC		11/18/2011	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	85355194	SNACK MOM
Registration Number:	4015787	AZAR
Registration Number:	3900285	FLAVOR SENSATIONS
Registration Number:	3297950	AMERICA'S AT HOME SNACK SINCE 1914
Registration Number:	3398562	AT HOME IN AMERICA'S KITCHENS SINCE 1914
Registration Number:	3244617	POWER SNACKS
Registration Number:	3168058	CHEF AZAR
Registration Number:	3148574	CHEF XPRESS
Registration Number:	3278226	GUMMY GOURMET
Registration Number:	3157395	TRAVELER'S SELECT
Registration Number:	3157394	FAMILY SWEETS
Registration Number:	3157393	O'GOODY
Registration Number:	3162138	THE COMPLETE PACKAGE

CH \$865.00 85355194

900207722

**TRADEMARK
 REEL: 004665 FRAME: 0037**

Registration Number:	2732158	ULTIMINTS
Registration Number:	3328753	PARTY CHOICE
Registration Number:	3751014	AZAR
Registration Number:	3529849	AZAR
Registration Number:	2586938	HOLIDAY BELLS
Registration Number:	2590086	HOLIDAY WREATHS
Registration Number:	2955450	CARNIVAL CRUNCH
Registration Number:	2981477	SUNRISE
Registration Number:	2954209	POWER SNACKS
Registration Number:	2819427	SNACK A DOODLE
Registration Number:	2987018	SIMPLY SMART
Registration Number:	2900904	CANDY TREATS
Registration Number:	3162960	SUNRISE
Registration Number:	3149045	SUNRISE
Registration Number:	3162959	SUNRISE CONFECTIONS A DIVISION OF FRANKLIN CONNECTIONS, LP
Registration Number:	2473984	FRANKLIN CONNECTIONS
Registration Number:	2046449	HOME RUN
Registration Number:	1228663	PENNY PARADISE
Registration Number:	1228662	FUN TIME
Registration Number:	0729815	AZAR
Serial Number:	77830197	SNACK STOP

CORRESPONDENCE DATA

Fax Number: (215)557-2049
Phone: (215) 988-6991
Email: tarbox@blankrome.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Olivia H. Tarbox, Paralegal
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-03051
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/

11/22/2011

Total Attachments: 8

source=Mt. Franklin - TM and Patent Agmt#page1.tif

source=Mt. Franklin - TM and Patent Agmt#page2.tif

source=Mt. Franklin - TM and Patent Agmt#page3.tif

source=Mt. Franklin - TM and Patent Agmt#page4.tif

source=Mt. Franklin - TM and Patent Agmt#page5.tif

source=Mt. Franklin - TM and Patent Agmt#page6.tif

source=Mt. Franklin - TM and Patent Agmt#page7.tif

source=Mt. Franklin - TM and Patent Agmt#page8.tif

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 18th day of November, 2011 by MOUNT FRANKLIN FOODS, LLC, a Texas limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

WITNESSETH

WHEREAS, Grantor (collectively, with any other person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor (excluding assets located in Mexico) including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule I annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

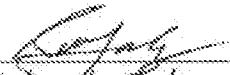
5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MOUNT FRANKLIN FOODS, LLC

By: 
Name: Richard Salazar
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY
AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MOUNT FRANKLIN FOODS, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Austin H. Steele
Name: Austin H. Steele
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY
AGREEMENT]

SCHEDULE 1

Trademarks

<u>Trademark</u>	<u>Date of Reg.</u>	<u>Serial No.</u>	<u>Reg. No.</u>
SNACK MOM	pending	85355194	pending
AZAR	8/23/2011	85229111	4015787
FLAVOR SENSATIONS	1/4/2011	85042268	3900285
AMERICA'S AT HOME SNACK SINCE 1914	9/25/2007	78920865	3297950
AT HOME IN AMERICA'S KITCHENS SINCE 1914	3/18/2008	78920859	3398562
POWER SNACKS	5/22/2007	78920850	3244617
CHEF AZAR	11/7/2006	78742328	3168058
CHEF XPRESS	9/26/2006	78740004	3148574
GUMMY GOURMET	8/7/2007	78912402	3278226
TRAVELER'S SELECT	10/17/2006	78700655	3157395
FAMILY SWEETS	10/17/2006	78700652	3157394
O'GOODY	10/17/2006	78700647	3157393
THE COMPLETE PACKAGE	10/24/2006	78700240	3162138
ULTIMINTS	7/1/2003	78134211	2732158
PARTY CHOICE	11/6/2007	77113113	3328753
AZAR	4/1/2008	77236787	3751014
AZAR	11/11/2008	77236781	3529849
HOLIDAY BELLS	6/25/2002	76259564	2586938
HOLIDAY WREATHS	7/2/2002	76259563	2590086
CARNIVAL CRUNCH	5/24/2005	76543961	2955450
SUNRISE	8/2/2005	76512995	2981477
POWER SNACKS	5/24/2005	76509105	2954209
SNACK A DOODLE	3/2/2004	76508624	2819427
SIMPY SMART	8/23/2005	76586071	2987018
CANDY TREATS	11/2/2004	76479189	2900904
SUNRISE	10/24/2005	76175575	3162960
SUNRISE	9/26/2006	76164373	3149045
SUNRISE CONFECTIONS A DIVISION OF FRANKLIN CONNECTIONS, LP	10/24/2006	76152087	3162959
FRANKLIN CONNECTIONS	7/31/2001	75517091	2473984
HOME RUN	3/18/1997	74646444	2046449
PENNY PARADISE	2/22/1983	73330892	1228663
FUN TIME	2/22/1983	73330891	1228662
AZAR	4/10/1962	72117442	0729815

Trademark Applications

SNAK STOP

Serial No. 78830197

Patents

None

POWER OF ATTORNEY

Dated: November 18, 2011

MOUNT FRANKLIN FOODS, LLC, a Texas limited liability company (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit and Security Agreement among Agent, certain financial institutions party thereto as lenders (the "Lenders"), Grantor dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Administrative Agent to use or exercise any rights granted herein.

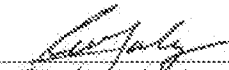
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

MOUNT FRANKLIN FOODS, LLC

By: 
Name: Richard Salazar
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TM AND PATENT
SECURITY AGREEMENT]