

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           |
|-------------------|----------|----------------|-----------------------|
| ARMA Energy, Inc. |          | 02/01/2013     | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

|                 |                                |
|-----------------|--------------------------------|
| Name:           | John B. Sanfilippo & Son, Inc. |
| Street Address: | 1703 N. Randall Road           |
| City:           | Elgin                          |
| State/Country:  | ILLINOIS                       |
| Postal Code:    | 60123-7820                     |
| Entity Type:    | CORPORATION: DELAWARE          |

PROPERTY NUMBERS Total: 34

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 3923226 | A                 |
| Registration Number: | 4126299 | A                 |
| Registration Number: | 4197362 | A                 |
| Registration Number: | 3925728 | A ARMA            |
| Registration Number: | 4132623 | A ARMA            |
| Registration Number: | 4197361 | A ARMA            |
| Registration Number: | 3923219 | A ARMA ENERGY SNX |
| Registration Number: | 4013699 | A ARMA ENERGY SNX |
| Registration Number: | 4165104 | A ARMA ENERGY SNX |
| Registration Number: | 4209044 | A ARMA ENERGY SNX |
| Registration Number: | 3923218 | ARMA              |
| Registration Number: | 4013348 | ARMA              |
| Registration Number: | 4165105 | ARMA              |
| Registration Number: | 4189607 | ARMA              |

CH \$865.00 3923226

|                      |          |                                   |
|----------------------|----------|-----------------------------------|
| Registration Number: | 4119463  | ARMA ENERGY                       |
| Registration Number: | 4219219  | ARMA ENERGY                       |
| Registration Number: | 3923220  | ARMA ENERGY SNX                   |
| Registration Number: | 4172254  | ARMA ENERGY SNX                   |
| Registration Number: | 4212918  | ARMA ENERGY SNX                   |
| Registration Number: | 3974717  | EAT YOUR ENERGY                   |
| Registration Number: | 4135644  | EAT YOUR ENERGY                   |
| Registration Number: | 3956216  | ENERGY SNX                        |
| Registration Number: | 3998299  | ENERGY SNX                        |
| Registration Number: | 4151984  | ENERGY SNX                        |
| Registration Number: | 4202907  | ENERGY SNX                        |
| Registration Number: | 3923212  | FUEL YOUR ENERGY FEED YOUR HUNGER |
| Serial Number:       | 85204253 | EAT YOUR ENERGY                   |
| Serial Number:       | 85280054 | ICBM                              |
| Serial Number:       | 85712433 | ENERGY REVOLUTION                 |
| Serial Number:       | 85696874 | IT'S AN ENERGY REVOLUTION         |
| Serial Number:       | 85655617 | A                                 |
| Serial Number:       | 85672535 | ARMA ENERGY                       |
| Serial Number:       | 85693276 | ARMATÉ CON ARMA                   |
| Serial Number:       | 85268672 | HELLFIRE                          |

**CORRESPONDENCE DATA**

Fax Number: 3125270484  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (312) 840-7860  
Email: mmurphy@jenner.com  
Correspondent Name: Mariann R. Murphy  
Address Line 1: 353 N. Clark Street  
Address Line 2: Jenner & Block LLP  
Address Line 4: Chicago, ILLINOIS 60654

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 31595-12398         |
| NAME OF SUBMITTER:      | Mariann R. Murphy   |
| Signature:              | /Mariann R. Murphy/ |
| Date:                   | 02/01/2013          |

Total Attachments: 21

**TRADEMARK**  
**REEL: 004954 FRAME: 0869**

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## SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "Agreement"), dated as of February 1, 2013, is made by and between John B. Sanfilippo & Son, Inc., a Delaware corporation ("Lender"), and ARMA Energy, Inc., a Delaware corporation ("Debtor").

### RECITALS

**WHEREAS**, Debtor and Lender are party to that certain Asset Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement") of even date herewith pursuant to which Lender has agreed to sell and transfer certain assets to Debtor (the "Sale").

**WHEREAS**, as consideration for the Sale, Lender has agreed to accept that certain Promissory Note of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note"), in the original principal amount of \$500,000, by Debtor in favor of Lender.

**WHEREAS**, as a condition precedent to entering into the Asset Purchase Agreement and accepting the Note, Lender has required that Debtor grant to Lender a security interest in certain of the assets which are subject to the Sale to secure Debtor's obligations to Lender under the Note.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Lender as follows:

### ASSIGNMENT

1. Definitions: Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Asset Purchase Agreement" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Debtor" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Event of Default" means any Event of Default, as such term is defined in the Note.

"Lender" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien, or other type of preferential arrangement.

"Note" shall have the meaning ascribed to such term in the recitals to this Agreement.

“Permitted Lien” means any Permitted Lien, as such term is defined in the Note.

“Person” means an individual, corporation, partnership, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean (a) all principal, interest, fees, indemnities, reimbursement obligations and other amounts, direct or indirect, contingent or absolute, of every type of description, and at any time existing, owing by Debtor to Lender pursuant to the terms of the Note, including, but not limited to, interest and fees that accrue after the commencement by or against Debtor of any insolvency proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under Section 362(a) of Title 11 of the United States Bankruptcy Code, and (b) any and all expenses and charges, legal or otherwise, suffered or incurred by Lender in collecting or enforcing any of such indebtedness, obligations, and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof” “herein “ “hereto “ “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Note.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Note, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Note that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Lender (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Note.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants to Lender a continuing security interest in all of Debtor’s right, title and interest in and to the Trademark Collateral. The term “Trademark Collateral” shall mean the following property owned or used by Debtor, whether now existing or hereafter adopted, acquired or arising and whether registered or unregistered:

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted, acquired or arising, whether registered or unregistered, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any similar office in a foreign jurisdiction (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world, including without limitation that which was sold and transferred by Lender to Debtor under the Asset Purchase Agreement (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Note. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute the Collateral in the Note.

(d) Licenses. Debtor may, subject to the prior written consent of Lender, which consent shall not be unreasonably withheld, grant licenses of the Trademark Collateral (subject to the security interest of Lender therein) in the ordinary course of business.

3. Further Assurances; Appointment of Lender as Attorney-in-Fact. Debtor hereby authorizes Lender to file, at Debtor's expense, any and all financing statements covering the Trademark Collateral or any part thereof as Lender may require. Debtor agrees that from time to time, at its expense, it shall promptly execute and deliver, or promptly cause to be executed and delivered, any and all documents and instruments and promptly take, or promptly cause to be taken, any and all actions that may be necessary or as Lender may reasonably request, to perfect

and continue the perfection or to maintain the priority of, or provide notice of, the security interest in the Trademark Collateral held by Lender and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents or instruments it is requested to execute and deliver by Lender in accordance with the foregoing, or if Debtor refuses to take any action, or fails to timely take any action, it is requested to take in accordance with the foregoing, Lender shall have the right, in the name of Debtor, or in the name of Lender or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Lender (and any of Lender's officers or employees or agents designated by Lender) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that are necessary or reasonably requested by Lender in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Lender, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which are necessary or, in the exercise of its reasonable discretion, which Lender may deem advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Lender to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed. Debtor hereby ratifies and approves all acts of any such attorney in accordance with this Section 3 and agrees that neither Lender nor any such attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct.

4. Representations and Warranties. Debtor represents and warrants to Lender as follows:

(a) Authorization; No Conflict or Contravention. Debtor is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization. Debtor has full right, power, and authority to enter into this Agreement and to perform each and all of the matters and things provided for in this Agreement. The execution and delivery of this Agreement, and the observance and performance of each of the matters and things set forth in this Agreement, will not (i) contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon Debtor or any provision of Debtor's organizational documents (*e.g.*, charter, articles or certificate of incorporation and bylaws) or any covenant, indenture or agreement of or affecting Debtor or any of its assets or properties or (ii) result in the creation or imposition of any lien or encumbrance on any property of Debtor except for the lien and security interest granted to Lender under this Agreement.



(b) Enforceability. This Agreement is a valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(c) Debtor Information. Debtor's legal name, jurisdiction of organization and organizational number (if any) are correctly set forth on Schedule B of this Agreement.

(d) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(e) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(f) Ownership of Trademark Collateral: No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) no Trademark Collateral is subject to any license, sub-license, licensing agreement or sublicensing agreement (other than licensing agreements which the Lender had consented to in writing under the terms of the Note). To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(g) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(h) Valid and Perfected Lien. This Agreement creates a valid security interest in the Trademark Collateral and, upon filing a UCC financing statement with the office of the Secretary of State of the State of Delaware describing the Trademark Collateral, the Lien on the Trademark Collateral created by this Agreement will be perfected.

5. Covenants. Until payment and performance in full in cash of the Secured Obligations, Debtor agrees:

(a) that it will promptly give Lender written notice of (i) the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, (ii) the filing by Debtor or on its behalf of any application to register any Trademark

Collateral, owned by Debtor in whole or in part, with the PTO, (iii) the registrations of any Trademark Collateral owned by Debtor in whole or in part by any such office, (iv) the acquisition by Debtor of any application or registration of any other Trademark Collateral, (v) the existence of any contract granting a license in any Trademark Collateral from or to Debtor, (vi) written notice of the occurrence of any event that constitutes an Event of Default, or (vii) if it knows or has reason to know that any Trademark (or any application or registration relating thereto) reasonably necessary or beneficial to Debtor's business may become abandoned or becomes dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court) regarding Debtor's ownership of any Trademark Collateral, its right to register the same or to keep, use or maintain the same;

(b) that it shall take all reasonable steps in the PTO or any state or foreign registry, including the payment of application fees, to pursue any application for, and maintain any registration of, each Trademark owned by Debtor and which is now or shall become included in the Trademark Collateral;

(c) that it shall concurrently with any notice provided under clauses (ii) – (v) of Section 5(a) above, execute and deliver to Lender signed counterparts of an amendment to this Agreement, in form and substance satisfactory to Lender, which amends Schedules A or B to this Agreement to reflect the information provided in any such notice and agrees that Lender may, at Debtor's expense, file such amendment with the PTO;

(d) if any rights to any Trademark is believed infringed, misappropriated, breached or diluted by a third party in any material respect, Debtor shall notify Lender promptly after it learns thereof and shall promptly sue for infringement, misappropriation, breach or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral;

(e) it shall not change (i) its jurisdiction of organization without Lender's prior written consent, or (ii) its legal name or transact business under any other trade name without first giving 30 days' prior written notice of its intent to do so to Lender;

(f) it shall not abandon or allow to lapse any Trademark or Trademark Collateral; and

(g) it shall not transfer, assign, license or sub-license any interest in any Trademark Collateral. Notwithstanding the foregoing, Debtor may, subject to the prior written consent of Lender, which consent shall not be unreasonably withheld, grant licenses of the Trademark Collateral (subject to the security interest of Lender therein) in the ordinary course of business.

6. Duties of Lender. Notwithstanding any provision contained in this Agreement, Lender shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Lender hereunder or in connection

herewith, Lender shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

7. Events of Default. The occurrence of any “Event of Default” under the Note shall constitute an Event of Default hereunder.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Lender shall have all rights and remedies available to it under this Agreement, the Note and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Without in any way limiting the foregoing, upon the occurrence and during the continuance of an Event of Default, Debtor hereby grants to Lender an irrevocable license and right to use all of the Trademark Collateral in connection with any foreclosure or other realization by Lender on all or any part of the Trademark Collateral to the extent permitted by law. The license and right granted Lender hereby shall be without any royalty or fee or charge whatsoever. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action, in the name of Debtor or Lender, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender to such enforcement.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Lender and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of New York.

12. Entire Agreement; Amendment. This Agreement and the Note together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the Note may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

16. Termination. Upon the payment and performance in full in cash of the Secured Obligations, this Agreement shall terminate, and Lender shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

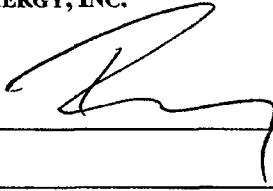
JOHN B. SANFILIPPO & SON, INC.

By: J. B. Sanfilippo  
Name: JOSPER SANFILIPPO  
Title: C.O.O + President

*[Signature Page to Security Agreement]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Security Agreement as of the date first above written.


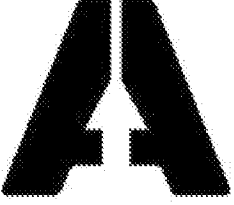
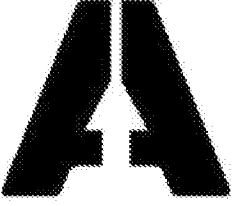
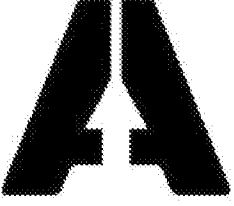
**ARMA ENERGY, INC.**






By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Security Agreement]*




**SCHEDULE A**

**1: REGISTERED Trademarks:**

| <b>Mark</b>  | <b>Country</b>        | <b>Reg. No. /<br/>Date</b>              | <b>Classification/Goods</b>   | <b>Status</b> |
|--|-----------------------|---|---|---------------|
| A (Stylized)<br>   | European<br>Community | Reg. No.<br>9664152<br><br>03/02/2012   | <b>29</b> - Nuts, dried and candied flavored<br>fruits and snack mixes infused with<br>vitamins, minerals and caffeine; and<br>class heading; and<br><br><b>30</b> - Trail mix type snacks infused with<br>vitamins, minerals and/or caffeine; and<br>class heading.    | Registered    |
| A (Stylized)<br>  | European<br>Community | Reg. No.<br>10520864<br><br>05/22/2012  | <b>05</b> - Energy drinks.<br><br><b>32</b> - Non-alcoholic energy drinks.  | Registered    |
| A (Stylized)<br> | U.S.                  | Reg. No.<br>3,923,226<br><br>02/22/2011 | <b>16</b> - Stickers and decalcomanias;<br><br><b>29</b> - Nuts, dried and candied flavored<br>fruits and snack mixes infused with<br>vitamins, minerals and caffeine; and<br><br><b>30</b> - Trail mix type snacks infused with<br>vitamins, minerals and/or caffeine. | Registered    |
| A (Stylized)<br> | U.S.                  | Reg. No.<br>4,126,299<br><br>04/10/2012 | <b>18</b> - Tote bags, luggage, backpacks and<br>umbrellas; and<br><br><b>25</b> - Clothing.  | Registered    |
| A (Stylized)   | U.S.                  | Reg. No.<br>4,197,362<br><br>08/28/2012 | <b>29</b> - Potato chips.   | Registered    |

| Mark  | Country | Reg. No. / Date                  | Classification/Goods   | Status     |
|---|---------|----------------------------------|--|------------|
|                                     |         |                                  |  |            |
| A ARMA (Stylized)<br>              | U.S.    | Reg. No. 3,925,728<br>03/01/2011 | <b>16</b> - Stickers and decalcomanias;<br><b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and<br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine. | Registered |
| A ARMA (Stylized)<br>             | U.S.    | Reg. No. 4,132,623<br>04/24/2012 | <b>18</b> - Tote bags, luggage, backpacks and umbrellas; and<br><b>25</b> - Clothing.  | Registered |
| A ARMA (Stylized)<br>            | U.S.    | Reg. No. 4,197,361<br>08/28/2012 | <b>29</b> - Potato chips.  | Registered |
| A ARMA ENERGY SNX (Stylized)<br> | U.S.    | Reg. No. 3,923,219<br>02/22/2011 | <b>16</b> - Stickers and decalcomanias.  | Registered |
| A ARMA ENERGY SNX (Stylized)  | U.S.    | Reg. No. 4,013,699<br>08/16/2011 | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine;<br><b>30</b> - Trail mix type snacks infused with  | Registered |



| Mark   | Country            | Reg. No. / Date                  | Classification/Goods  | Status     |
|--|--------------------|----------------------------------|---|------------|
|                                   |                    |                                  | vitamins, minerals and/or caffeine.   |            |
| A ARMA ENERGY SNX (Stylized)<br>  | U.S.               | Reg. No. 4,165,104<br>06/26/2012 | <b>18</b> - Tote bags, luggage and backpacks; and<br><b>25</b> - Clothing.  | Registered |
| A ARMA ENERGY SNX (Stylized)<br> | U.S.               | Reg. No. 4,209,044<br>09/18/2012 | <b>29</b> - Potato chips.   | Registered |
| ARMA   | European Community | Reg. No. 9664269<br>11/07/2012   | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and class heading; and<br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine; and class heading. | Registered |
| ARMA   | U.S.               | Reg. No. 3,923,218<br>02/22/2011 | <b>16</b> - Stickers and decalcomanias.   | Registered |
| ARMA   | U.S.               | Reg. No. 4,013,348<br>08/16/2011 | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine;<br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine.   | Registered |
| ARMA   | U.S.               | Reg. No. 4,165,105<br>06/26/2012 | <b>18</b> - Tote bags, luggage and backpacks; and<br><b>25</b> - Clothing.  | Registered |

| Mark                           | Country            | Reg. No. / Date                         | Classification/Goods   | Status  |
|--------------------------------|--------------------|---|--|---|
| ARMA                           | U.S.               | Reg. No.<br>4,189,607<br><br>08/14/2012 | <b>29</b> – Potato chips.  | Registered  |
| ARMA<br>(Registered Name)      | Ohio               | Reg. No.<br>1928696<br><br>04/07/2010   | N/A  | Registered<br><br>Assignment transferring ownership from Matthew Talese to JBSS recoded with the Ohio Secretary of State 12/13/2010 at Document No. 201034900280. |
| ARMA ENERGY                    | European Community | Reg. No.<br>9664301<br><br>02/02/2012   | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and class heading; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine; and class heading.  | Registered  |
| ARMA ENERGY                    | European Community | Reg. No.<br>10520971<br><br>05/22/2012  | <b>05</b> - Energy drinks.<br><br><b>32</b> - Non-alcoholic energy drinks.   | Registered  |
| ARMA ENERGY                    | U.S.               | Reg. No.<br>4,119,463<br><br>03/27/2012 | <b>16</b> - Stickers and decalcomanias;<br><br><b>18</b> - Tote bags, luggage and backpacks; and<br><br><b>25</b> - Clothing.<br><br><b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine. | Registered  |
| ARMA ENERGY                    | U.S.               | Reg. No.<br>4,219,219<br><br>10/02/2012 | <b>32</b> - Non-alcoholic sports drinks.   | Registered  |
| ARMA ENERGY SNX<br>(word mark) | European Community | Reg. No.<br>9664228<br><br>01/27/2012   | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and class heading; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine; and class heading.  | Registered  |
| ARMA ENERGY SNX<br>(word mark) | U.S.               | Reg. No.<br>3,923,220                   | <b>16</b> - Stickers and decalcomanias;<br><br><b>29</b> - Nuts, dried and candied flavored  | Registered  |

| <b>Mark</b>                             | <b>Country</b> | <b>Reg. No. /<br/>Date</b>              | <b>Classification/Goods</b>   | <b>Status</b>                        |
|---|----------------|---|---|--------------------------------------|
|   |                | 02/22/2011                              | fruits and snack mixes infused with vitamins, minerals and caffeine; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine.  |                                      |
| ARMA ENERGY SNX<br>(word mark)          | U.S.           | Reg. No.<br>4,172,254<br><br>07/10/2012 | <b>18</b> - Tote bags, luggage, backpacks and umbrellas; and<br><br><b>25</b> - Clothing.   | Registered                           |
| ARMA ENERGY SNX<br>(word mark)          | U.S.           | Reg. No.<br>4,212,918<br><br>09/25/2012 | <b>29</b> - Potato chips.   | Registered                           |
| EAT YOUR ENERGY                         | U.S.           | Reg. No.<br>3,974,717<br><br>06/07/2011 | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine. | Registered                           |
| EAT YOUR ENERGY                         | U.S.           | Reg. No.<br>4,135,644<br><br>05/01/2012 | <b>29</b> - Potato chips.   | Registered                           |
| ENERGY SNX<br>(word mark)               | U.S.           | Reg. No.<br>3,956,216<br><br>05/03/2011 | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine. | Registered<br>Supplemental Register. |
| ENERGY SNX<br>(word mark)               | U.S.           | Reg. No.<br>3,998,299<br><br>07/19/2011 | <b>16</b> - Stickers and decalcomanias.   | Registered                           |
| ENERGY SNX<br>(word mark)               | U.S.           | Reg. No.<br>4,151,984<br><br>05/29/2012 | <b>29</b> - Potato chips.   | Registered<br>Supplemental Register. |
| ENERGY SNX<br>(word mark)               | U.S.           | Reg. No.<br>4,202,907<br><br>09/04/2012 | <b>18</b> - Tote bags, luggage, backpacks and umbrellas; and<br><br><b>25</b> - Clothing.   | Registered                           |
| FUEL YOUR<br>ENERGY FEED<br>YOUR HUNGER | U.S.           | Reg. No.<br>3,923,212<br><br>02/22/2011 | <b>29</b> - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and<br><br><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine. | Registered                           |


2: ALLOWED Trademarks:

| Mark            | Country | Appln. Number         | Type of Filing | Classification/Goods   | Status   |
|-----------------|---------|-----------------------|----------------|--|--|
| EAT YOUR ENERGY | U.S.    | Appln. No. 85/204,253 | ITU            | <p><b>16</b> - Stickers and decalcomanias;</p> <p><b>18</b> - Tote bags, luggage, backpacks and umbrellas; and</p> <p><b>25</b> - Clothing.</p>                                    | <p>Allowed</p> <p>Allowed 05/17/2011. Statement of use or 4<sup>th</sup> request for a six month extension due 05/17/2013.</p> |
| ICBM            | U.S.    | Appln. No. 85/280,054 | ITU            | <p><b>29</b> - Nuts and snack mixes infused with vitamins, minerals and/or caffeine; and</p> <p><b>30</b> - Candies and snack infused with vitamins, minerals and/or caffeine.</p> | <p>Allowed</p> <p>Allowed 01/17/2012. Statement of use or 2<sup>nd</sup> request for a six month extension due 01/17/2013.</p> |

**3: PUBLISHED Trademarks:**

| <b>Mark</b>                  | <b>Country</b> | <b>Appln. Number</b>     | <b>Type of Filing</b> | <b>Classification/Goods</b>  | <b>Status</b>   |
|------------------------------|----------------|--------------------------|-----------------------|--|---|
| ENERGY<br>REVOLUTION         | U.S.           | Appln. No.<br>85/712,433 | ITU                   | <p><b>29</b> – Potato chips, nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; and</p> <p><b>30</b> - Trail mix type snacks infused with vitamins, minerals and/or caffeine.</p> <p><b>32</b> – Non-alcoholic energy drinks.</p> | <p>Published</p> <p>Scheduled for publication 01/08/2013. Opposition deadline will expire 02/07/2013.</p> <p>Convention foreign filing deadline expires 02/24/2013.</p> |
| IT'S AN ENERGY<br>REVOLUTION | U.S.           | Appln. No.<br>85/696,874 | ITU                   | <p><b>32</b> – Non-alcoholic energy drinks.</p>  | <p>Published</p> <p>Scheduled for publication 01/08/2013. Opposition deadline will expire 02/07/2013.</p> <p>Convention foreign filing deadline expires 02/07/2013.</p> |

4: PENDING Trademarks:

| Mark   | Country | Appln. Number         | Type of Filing | Classification/Goods   | Status   |
|--|---------|-----------------------|----------------|--|--|
| <p>A (Stylized)</p>  | U.S.    | Appln. No. 85/655,617 | ITU            | <p>05 – Energy drinks.</p> <p>32 – Non-alcoholic energy drinks.</p>  | <p>Pending</p> <p>Office action mailed 10/17/2012 refusing registration on deceptiveness and descriptiveness, requesting additional product information, description of the mark and prior registrations and objecting to description of goods. Response due 04/17/2013.</p> <p>Claims priority of European Community Appln. No. 10520864.</p>                                   |
| ARMA ENERGY  | U.S.    | Appln. No. 85/672,535 | Use            | 29 – Potato chips.   | <p>Pending</p> <p>Office action mailed 10/15/2012 requiring English translation of "ARMA," claim of ownership of registrations 4,209,044 and 4,212,918, disclaimer of "ENERGY," and a new specimen showing use of the mark without "SNX." Response due 04/15/2013.</p> <p>Convention foreign filing deadline expires 01/10/2013.</p>   |
| ARMATÉ CON ARMA  | U.S.    | Appln. No. 85/693,276 | ITU            | 32 – Non-alcoholic energy drinks.  | <p>Pending</p> <p>Office action mailed 10/15/2012 requiring English translation of "ARMATÉ CON ARMA," claim of ownership of registrations 4013348 (ARMA), 4189607 (ARMA) and 4197361(A ARMA), and clarification of type of "hypertonic drinks" and type of "non-alcoholic beverages." Response due 04/15/2013.</p> <p>Convention foreign filing deadline expires 02/02/2013.</p> |
| HELLFIRE   | U.S.    | Appln. No. 85/268,672 | ITU            | 29 - Nuts, dried and candied flavored fruits and snack mixes infused with vitamins, minerals and caffeine; snacks; and | <p>Suspended</p> <p>Application suspended 01/13/2012 pending disposition of earlier application 85/245473;</p>   |

| Mark | Country | Appl. Number | Type of Filing | Classification/Goods   | Status   |
|------|---------|--------------|----------------|--|--|
|      |         |              |                | 30 - Snacks mixes primarily of nuts, seeds and foodstuffs in stick form infused with vitamins, minerals and/or caffeine. | rejection on likelihood of confusion with the mark HELL FIRE (Reg. No. 1576635) is maintained. |

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2170303.3

**SCHEDULE B**

**Debtor Information**

Debtor's legal name: ARMA Energy, Inc.

Debtor's jurisdiction of organization: Delaware

Debtor's organizational number: File Number 4988767