

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diamond Foods, Inc., a Delaware Corporation		02/19/2014	CORPORATION: DELAWARE
KETTLE FOODS, INC.		02/19/2014	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	796084	CALWAL
Registration Number:	3455993	COCOA ROAST
Registration Number:	1859218	COUNTRY STREAM
Registration Number:	1365849	
Registration Number:	1299727	
Registration Number:	2975312	
Registration Number:	1890026	DIAMOND
Registration Number:	511213	DIAMOND
Registration Number:	0724880	DIAMOND BRAND
Registration Number:	130162	DIAMOND BRAND
Registration Number:	1801304	DIAMOND OF CALIFORNIA
Registration Number:	2449847	DIAMOND OF CALIFORNIA
Registration Number:	1299723	DIAMOND OF CALIFORNIA

OP \$1490.00 796084

Registration Number:	3981595	DIAMOND OF CALIFORNIA
Registration Number:	728907	EMERALD
Registration Number:	639432	EMERALD
Registration Number:	3765476	EMERALD
Registration Number:	3498270	EMERALD COCOA ROAST
Registration Number:	2093018	EMERALD OF CALIFORNIA
Registration Number:	3799366	FEED YOUR FINGERS
Registration Number:	1129023	HARMONY
Registration Number:	1129029	HARMONY
Registration Number:	1397028	HARMONY
Registration Number:	2665022	HARMONY
Registration Number:	2682629	HARMONY
Registration Number:	3080252	HARMONY
Registration Number:	2901557	HARVEST RESERVE
Registration Number:	592483	HOLIDAY
Registration Number:	3980362	MOVIE NIGHT MAKER
Registration Number:	808927	SUNTAND
Registration Number:	3115217	100 CALORIE POP
Registration Number:	2192949	JUMBO POP
Registration Number:	1983966	POP SECRET
Registration Number:	1397053	POP SECRET
Registration Number:	1408825	POP-SECRET
Registration Number:	1517330	TROPICAL TRAIL MIX
Registration Number:	3277005	A NATURAL OBSESSION
Registration Number:	3277006	A NATURAL OBSESSION
Registration Number:	3167020	ALWAYS HAND COOKED
Registration Number:	3622684	BACKYARD BARBEQUE
Registration Number:	4426974	BUFFALO BLEU
Serial Number:	77589780	BUFFALO BLEU
Registration Number:	3577544	DEATH VALLEY CHIPOTLE
Registration Number:	2917457	
Registration Number:	4000266	FULLY LOADED BAKED POTATO
Registration Number:	2873087	KETTLE
Registration Number:	3510810	KETTLE
Registration Number:	3417780	KETTLE

	3417781	KETTLE
Registration Number:	3417783	KETTLE BRAND
Registration Number:	2923081	
Registration Number:	1397807	ROASTER-FRESH
Registration Number:	4434263	SPICY THAI
Serial Number:	77796249	SPICY THAI
Registration Number:	3277341	SNACK WITH CONFIDENCE
Registration Number:	2881773	STAY SALTY STAY FUNKY
Registration Number:	4179911	TIAS
Registration Number:	2729540	KETTLE SWEET
Serial Number:	86133650	POPTOPIA

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39283
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/26/2014

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 19, 2014 by and between DIAMOND FOODS, INC., a Delaware corporation (the "Borrower"), each of the Guarantors (as defined in the Credit Agreement referred to below) identified on the signature pages hereto (collectively with the Borrower, the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent (in such capacities, the "Administrative Agent"), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement).

Pursuant to the Credit Agreement, dated as of February 19, 2014, among the Borrower, the banks and other financial institutions from time to time party thereto (the "Lenders") and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein.

It is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of the Collateral Agreement dated as of February 19, 2014, among the Grantors and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Grantors agree as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) (i) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other business identifiers of such Grantor, together with translations, adaptations, derivations and combinations thereof, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including those listed on Schedule A hereto, (ii) all extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and

payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present or future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (collectively, "Trademarks"); and

(b) all products and Proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other United States government officer record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by fax, electronic mail or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Conflict Provision. The rights and remedies of the Administrative Agent and the other Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

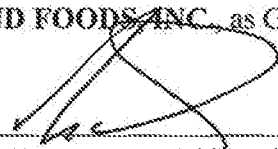
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

DIAMOND FOODS INC. as Grantor

by



Name: Raymond Silcock
Title: Executive Vice President and
Chief Financial Officer

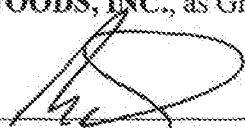
[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 005224 FRAME: 0765

KETTLE FOODS, INC., as Grantor

by




Name: Raymond Silcock

Title: Chief Financial Officer and Assistant Secretary

Acknowledged,


CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

by



Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

by



Name: MICHAEL D'ONOFRIO
Title: AUTHORIZED SIGNATORY

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Diamond Foods, Inc.	796084	CALWAL
Diamond Foods, Inc.	3455993	COCOA ROAST
Diamond Foods, Inc.	1859218	COUNTRY STREAM
Diamond Foods, Inc.	1365849	Design (diamond)
Diamond Foods, Inc.	1299727	Design (diamond)
Diamond Foods, Inc.	2975312	Design (red diamond)
Diamond Foods, Inc.	1890026	DIAMOND
Diamond Foods, Inc.	511213	DIAMOND
Diamond Foods, Inc.	0724880	DIAMOND BRAND and design
Diamond Foods, Inc.	130162	DIAMOND BRAND and design
Diamond Foods, Inc.	1801304	DIAMOND OF CALIFORNIA and design
Diamond Foods, Inc.	2449847	DIAMOND OF CALIFORNIA and design
Diamond Foods, Inc.	1299723	DIAMOND OF CALIFORNIA and design
Diamond Foods, Inc.	3981595	DIAMOND OF CALIFORNIA and design (color)
Diamond Foods, Inc.	728907	EMERALD
Diamond Foods, Inc.	639432	EMERALD
Diamond Foods, Inc.	3765476	EMERALD and Hexagon Design (color)

Schedule A
to
Trademark Security Agreement

Diamond Foods, Inc.	3498270	EMERALD COCOA ROAST
Diamond Foods, Inc.	2093018	EMERALD OF CALIFORNIA and design (octagon)
Diamond Foods, Inc.	3799366	FEED YOUR FINGERS
Diamond Foods, Inc.	1129023	HARMONY
Diamond Foods, Inc.	1129029	HARMONY
Diamond Foods, Inc.	1397028	HARMONY
Diamond Foods, Inc.	2665022	HARMONY
Diamond Foods, Inc.	2682629	HARMONY
Diamond Foods, Inc.	3080252	HARMONY (illustration drawing)
Diamond Foods, Inc.	2901557	HARVEST RESERVE
Diamond Foods, Inc.	592483	HOLIDAY (stylized)
Diamond Foods, Inc.	3980362	MOVIE NIGHT MAKER
Diamond Foods, Inc.	808927	SUNTAND
Diamond Foods, Inc.	3115217	100 CALORIE POP
Diamond Foods, Inc.	2192949	JUMBO POP
Diamond Foods, Inc.	1983966	POP SECRET
Diamond Foods, Inc.	1397053	POP SECRET
Diamond Foods, Inc.	1408825	POP SECRET (stylized)
Diamond Foods, Inc.	1517330	TROPICAL TRAIL MIX
Kettle Foods, Inc.	98761A (CALIFORNIA)	KETTLE
Kettle Foods, Inc.	98761 (CALIFORNIA)	KETTLE
Kettle Foods, Inc.	T27845 (OREGON)	KETTLE

Schedule A
to
Trademark Security Agreement

Kettle Foods, Inc.	22829 (WASHINGTON)	KETTLE
Kettle Foods, Inc.	22830 (WASHINGTON)	KETTLE
Kettle Foods, Inc.	3277005	A NATURAL OBSESSION
Kettle Foods, Inc.	3277006	A NATURAL OBSESSION
Kettle Foods, Inc.	3167020	ALWAYS HAND COOKED
Kettle Foods, Inc.	3622684	BACKYARD BARBECUE
Kettle Foods, Inc.	4426974	BUFFALO BLEU
Kettle Foods, Inc.	77/589780	BUFFALO BLUE
Kettle Foods, Inc.	3577544	DEATH VALLEY CHIPOTLE
Kettle Foods, Inc.	2917457	Design (man stirring)
Kettle Foods, Inc.	4000266	FULLY LOADED BAKED POTATO
Kettle Foods, Inc.	2873087	KETTLE
Kettle Foods, Inc.	3510810	KETTLE (stylized)
Kettle Foods, Inc.	3417780	KETTLE (stylized)
Kettle Foods, Inc.	3417781	KETTLE (stylized)
Kettle Foods, Inc.	3417783	KETTLE BRAND
Kettle Foods, Inc.	2923081	MAN LOGO 1
Kettle Foods, Inc.	1397807	ROASTER-FRESH
Kettle Foods, Inc.	4434263	SPICY THAI
Kettle Foods, Inc.	77/796249	SPICY THAI
Kettle Foods, Inc.	3277341	SNACK WITH CONFIDENCE
Kettle Foods, Inc.	2881773	STAY SALTY STAY FUNKY

Schedule A
to
Trademark Security Agreement

Kettle Foods, Inc.	4179911	TIAS
Kettle Foods, Inc.	2729540	KETTLE SWEET

UNITED STATES TRADEMARK APPLICATIONS:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Diamond Foods, Inc.	86133650	POPTOPIA