

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371972

<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>
WEAVER POPCORN COMPANY, INC.		02/01/2016	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK		
<b>Street Address:</b>	300 N. Meridian St.		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1060942	BONNIE LEE	
<b>Registration Number:</b>	4324861	BUTTER BURST	
<b>Registration Number:</b>	4593823	CRISPY POPS	
<b>Registration Number:</b>	3887170	MAMMOTH MUSHROOM	
<b>Registration Number:</b>	4254758	MIGHTY POP	
<b>Registration Number:</b>	3264107	MIGHTY POP	
<b>Registration Number:</b>	1456737	NAKS PAK	
<b>Registration Number:</b>	4396695	POP WEAVER	
<b>Registration Number:</b>	4396694	POP WEAVER	
<b>Registration Number:</b>	1256325	POP WEAVER	
<b>Registration Number:</b>	2835167	POP WEAVER	
<b>Registration Number:</b>	2921154	POP WEAVER	
<b>Serial Number:</b>	86425710	SIMPLY DELICIOUS	
<b>Registration Number:</b>	1253133	WEAVER	
<b>Registration Number:</b>	4119476	WEAVER GOLD	
<b>Registration Number:</b>	2992289	WEAVER GOLD	
<b>Registration Number:</b>	1690407	WEAVER GOLD	

CH \$440.00 1060942

**CORRESPONDENCE DATA****Fax Number:** 3172317433*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:** 317-236-1313**Email:** bmcginnis@btlaw.com**Correspondent Name:** Brian J. McGinnis**Address Line 1:** 11 South Meridian Street**Address Line 4:** Indianapolis, INDIANA 46204-3535

<b>ATTORNEY DOCKET NUMBER:</b>	41084-78
--------------------------------	----------

<b>NAME OF SUBMITTER:</b>	Brittany S. Smith
---------------------------	-------------------

<b>SIGNATURE:</b>	/bssmith/
-------------------	-----------

<b>DATE SIGNED:</b>	02/04/2016
---------------------	------------

**Total Attachments: 5**

source=Grant of Security Interest#page1.tif

source=Grant of Security Interest#page2.tif

source=Grant of Security Interest#page3.tif

source=Grant of Security Interest#page4.tif

source=Grant of Security Interest#page5.tif

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WEAVER POPCORN COMPANY, INC., an Indiana corporation (the "Grantor"), having an address of 4485 S. Perry Worth Road, Whitestown, Indiana 46075, hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee") having an address of 300 N. Meridian St., Suite 1600, Indianapolis, IN 46204, a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all indebtedness of the Grantor as provided in that certain Third Party Security Agreement from the Grantor in favor of the Grantee, dated as of August 5, 2015 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the \_\_\_\_ day of August, 2015.

WEAVER POPCORN COMPANY, INC., as Grantor

By: *Mike Weaver*  
Mike Weaver, Chief Executive Officer

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Mike Weaver, known to me to be the Chief Executive Officer of Weaver Popcorn Company, Inc., and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 15<sup>th</sup> day of ~~August~~, <sup>February 2016</sup> 2015.



*K.A. Maram*  
Notary Public - Signature

K.A. Maram  
Notary Public - Printed

My Commission Expires:  
5/12/22

My County of Residence:  
Hamilton

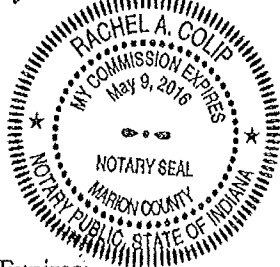
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Grantee

By: [Signature]  
Kyle C. Lacey, Vice President

STATE OF INDIANA )  
                          )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Kyle C. Lacey, known to me to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 15<sup>th</sup> February, 2016 day of August, 2015.



[Signature]  
Notary Public - Signature



Rachel A. Colip  
Notary Public - Printed

My Commission Expires:  
5-9-2016

My County of Residence:  
Marion

SCHEDULE A

Weaver Popcorn Company, Inc. - Active Trademark Portfolio

Title	Case Ref.	Application No.	Registration No.	Registration Date	Country	Owner	Case Status
SONNIE LEE	WVR-T0012-US	85,178	1,060,942	3/6/1977	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
BUTTER BURST	WPC-T0049E	85/219,357	4,324,861	4/23/2013	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
CRISPY POPS	WPC-T0070E	89/912,465	4,593,823	8/26/2014	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
MAMMOTH MUSHROOM	WPC-T0047E-US	77/708,485	3,887,170	12/7/2010	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
MIGHTY POP	WPC-T0059E	85/347,625	4,254,758	12/4/2012	United States of America	Weaver Popcorn Company Inc.	Application filed
MIGHTY POP	WVR-T0200-US	77/004,309	3,284,107	7/17/2007	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
NAKS PAK	WVR-T0023-US	623,971	1,456,737	9/9/1997	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
POP WEAVER	WPC-T0057E	85/347,629	4,396,695	9/3/2013	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
POP WEAVER	WPC-T0059E	85/347,628	4,396,694	9/3/2013	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
POP WEAVER	WVR-T0020-US	360,733	1,256,325	11/1/1983	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
POP WEAVER and Design 	WVR-T0070-US	76/424,179	2,835,167	4/20/2004	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
POP WEAVER and Design 	WVR-T0071-US	76/424,279	2,921,154	1/25/2005	United States of America	Weaver Popcorn Company Inc.	Registered/Granted

Title	Case Ref.	Application No.	Registration No.	Registration Date	Country	Owner	Case Status
SIMPLY DELICIOUS	WPC-T0081E	86425,710			United States of America	Weaver Popcorn Company Inc.	Application filed
WEAVER	WVR-T0019-US	395,652	1,253,133	10/4/1993	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
WEAVER GOLD	WFC-T0052E	86219,171	4,119,476	3/27/2012	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
WEAVER GOLD	WVR-T0168-US	78443396	2,992,289	9/6/2005	United States of America	Weaver Popcorn Company Inc.	Registered/Granted
WEAVER GOLD (Stylized)							
<b>WEAVER GOLD</b>	WVR-T0009-US	74111,624	1,690,407	6/2/1992	United States of America	Weaver Popcorn Company Inc.	Registered/Granted