

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security
CONVEYING PARTY DATA	
Name	Execution Date
Ideal Snacks Corporation	06/10/2005
RECEIVING PARTY DATA	
Name:	AmSouth Bank, as Agent
Street Address:	599 Lexington Avenue, 45th Floor
Internal Address:	c/o AmSouth Capital Corp.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10504444
CORRESPONDENCE DATA	
Fax Number:	(212)836-6506
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Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Johanne R. Remy
Total Attachments: 3 source=AmSouth-Ideal Snacks Corporation Patent Assignment 6-10-05#page1.tif source=AmSouth-Ideal Snacks Corporation Patent Assignment 6-10-05#page2.tif source=AmSouth-Ideal Snacks Corporation Patent Assignment 6-10-05#page3.tif	

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ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, IDEAL SNACKS CORPORATION (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1 annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein, are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the Patents in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement-Trademarks, Patents and Copyrights dated the date hereof (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

Notwithstanding the foregoing provisions of this paragraph, such grant of a security interest shall not extend to, and the term "Collateral" shall not include, any contract rights and other general intangibles to which the Assignor is a party or any of its rights or interests thereunder, to the extent that such contract rights and other general intangibles are not assignable or capable of being encumbered under the terms thereof.

WHEREAS, when the Secured Obligations (other than contingent and indemnification) have been paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired (or have been cash collateralized or backed up by letters of credit pursuant to Section 2.4(j) of the Loan and Security Agreement), this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge termination of this Assignment for Security and will release the Patents from the security interest created hereby and under the Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Assignee's address is c/o AmSouth Capital Corp., 599 Lexington Avenue, New York, New York 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 16th day of June, 2005.

IDEAL SNACKS CORPORATION

By: 
Name: Zeke Alenick
Title: President

Assignment for Security (Patents) Signature Page

SCHEDULE 1 TO GRANT OF SECURITY

PATENTS

<u>Patent</u>	<u>Application Date</u>	<u>Application No.</u>
PUFFING APPARATUS FOR PRODUCING CEREAL CRACKERS	02/15/02	10/504,444

Foreign Patents:

1. Notice of National Entry issued by Canadian Intellectual Property Office to Steven Van Poucke on October 6, 2004 for "PUFFING APPARATUS FOR PRODUCING CEREAL CRACKERS". Reference # 1935-02-00.
2. Filing Receipt issued by IP Australia to Steven Van Poucke on August 9, 2004 for "PUFFING APPARATUS FOR PRODUCING CEREAL CRACKERS". Application # 2002367742.
3. Notification of European Publication Number and Information on the Application of Article 67(3) EPC issued by European Patent Office to Steven Van Poucke dated September 29, 2004. Application # 02724170.2-2114/1474006.
4. Solicitud de Patente, issued by Instituto Mexicano de la Propiedad Industrial for "APARATO PARA INFLAR Y PRODUCIR GALLETAS HECHAS DE CEREAL" dated August 13, 2004.
5. International Application Published Under the Patent Cooperation Treaty dated August 21, 2003. Applicant Steven Van Poucke. International Publication # WO 03/068005 A1.