

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ann's House of Nuts, Inc.	05/23/2013
RECEIVING PARTY DATA	
Name:	Manufacturers and Traders Trust Company
Street Address:	25 South Charles Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6213387
Patent Number:	D435220
CORRESPONDENCE DATA	
Fax Number:	2158325619
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-569-5619
Email:	pecsenye@blankrome.com
Correspondent Name:	Timothy D. Pecsénye
Address Line 1:	One Logan Square
Address Line 2:	Eighth Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	106896-01010
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	06/25/2013

OP \$80.00 6213387

Total Attachments: 13

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 23rd day of May, 2013 by **AMERICAN IMPORTING COMPANY, INC.**, a Minnesota corporation, **ANN'S HOUSE OF NUTS, INC.**, a Maryland corporation, and **SNACKS HOLDING CORPORATION**, a Delaware corporation (together, the "Grantors" and each individually referred to as a "Grantor"), in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY**, in its capacity as administrative agent and collateral agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, AHON, Inc., a Delaware corporation and Amport Guaranty Corporation, a Delaware corporation, as guarantors (collectively, the "Guarantors", together with the Grantors, the "Loan Parties"), Lenders, Agent, Manufacturers and Traders Trust Company as sole lead arranger and sole book runner, and Siemens Financial Services, Inc. as syndication agent, are parties to that certain Amended and Restated Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, patents, copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents and Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents and the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In

the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each 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 such 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 listed and trademark application listed on Schedule I annexed hereto, each patent listed on Schedule II and each copyright listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks", "Patents," and "Copyrights" respectfully), 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 foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Lenders and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this

Agreement, the Loan Agreement and the Other Documents, and until all Grantors' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

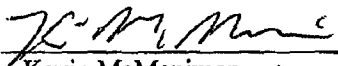
5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

6. INTERCREDITOR AGREEMENT. In the event of any conflict between any provision in this Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control. The parties hereto agree that, for so long as the Intercreditor Agreement remains in effect, any obligation of any Loan Party hereunder with respect to delivery or control of Collateral shall be deemed satisfied if such Loan Party delivers or provides control of such Collateral to either the Agent or the Term Loan Agent, as applicable pursuant to the terms of the Intercreditor Agreement.

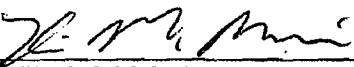
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ANN'S HOUSE OF NUTS, INC.

By: 
Name: Kevin McMenimen
Title: Chief Financial Officer

AMERICAN IMPORTING COMPANY, INC.

By: 
Name: Kevin McMenimen
Title: Chief Financial Officer

SNACKS HOLDING CORPORATION

By: 
Name: Kevin McMenimen
Title: Chief Financial Officer

Agreed and Accepted,

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

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

ANN'S HOUSE OF NUTS, INC.

By: _____
Name: _____
Title: _____

AMERICAN IMPORTING COMPANY, INC.

By: _____
Name: _____
Title: _____

SNACKS HOLDING CORPORATION

By: _____
Name: _____
Title: _____

Agreed and Accepted,

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**
as Agent

By: Maryanne Gruys
Name: Maryanne Gruys
Title: Administrative Vice President

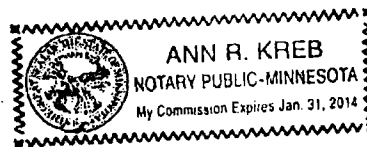
**[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Minnesota : SS
COUNTY OF Hennepin :

On this 13th of May, 2013, before me personally appeared KEVIN MCMENIMEN, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of ANN'S HOUSE OF NUTS, INC., that he/she signed the within Agreement pursuant to the authority vested in his/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Ann R. Krieb
Notary Public
My Commission Expires:



[ACKNOWLEDGMENT TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

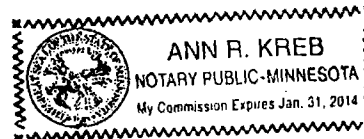
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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Minnesota : SS
COUNTY OF Hennepin :

On this 13th of May, 2013, before me personally appeared KEVIN MCMENIMEN, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of AMERICAN IMPORTING COMPANY, INC. that he/she signed the within Agreement pursuant to the authority vested in his/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Ann R. Krieb
Notary Public
My Commission Expires:



[ACKNOWLEDGMENT TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

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COMPANY ACKNOWLEDGMENT

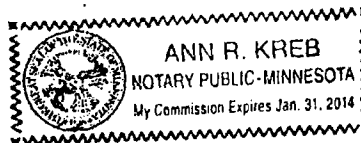
UNITED STATES OF AMERICA :
STATE OF Minnesota : SS
COUNTY OF Hennepin :

On this 13th of May, 2013, before me personally appeared KEVIN MCMENIMEN, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of **SNACKS HOLDING CORPORATION** that he/she signed the within Agreement pursuant to the authority vested in his/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Ann R. Krieb

Notary Public

My Commission Expires:



**[ACKNOWLEDGMENT TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT]**

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7/18/2013 10:00 AM

SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

ANN'S HOUSE OF NUTS, INC.

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>
<u>Continental Nut Company</u>	<u>USA</u>	<u>2738397</u>	<u>07/15/2003</u>
<u>Coyote Salsa Crunch</u>	<u>USA</u>	<u>2827188</u>	<u>03/30/2004</u>
<u>Backyard BBQ Party Mix</u>	<u>USA</u>	<u>2873359</u>	<u>08/17/2004</u>
<u>Hiker's Munch</u>	<u>USA</u>	<u>2880759</u>	<u>09/07/2004</u>
<u>Take Alongs</u>	<u>USA</u>	<u>2972281</u>	<u>07/19/2005</u>
<u>Ann's House of Nuts</u>	<u>USA</u>	<u>1743379</u>	<u>12/29/1992</u>
<u>Nature's Harvest</u>	<u>USA</u>	<u>1834185</u>	<u>05/03/1994</u>
<u>Quality You Can See</u>	<u>USA</u>	<u>1850388</u>	<u>08/16/1994</u>
<u>Miscellaneous Design (Ann Hathaway's Cottage)</u>	<u>USA</u>	<u>1927887</u>	<u>10/17/1995</u>
<u>Miscellaneous Design (Horse and Wagon in Color)</u>	<u>USA</u>	<u>2007847</u>	<u>10/15/1996</u>
<u>Miscellaneous Design (Horse and Wagon Without Color)</u>	<u>USA</u>	<u>1996720</u>	<u>08/27/1996</u>
<u>Ann's House</u>	<u>USA</u>	<u>3367142</u>	<u>01/08/2008</u>
<u>Discover A Whole New World of Snacking</u>	<u>USA</u>	<u>3376606</u>	<u>01/29/2008</u>
<u>Discover A Whole New World of Snacking</u>	<u>USA</u>	<u>3453418</u>	<u>06/24/2008</u>

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>
<u>Natural Duets</u>	<u>USA</u>	<u>3791143</u>	<u>05/18/2010</u>
<u>All Star Sunflower Seed Snacks</u>	<u>USA</u>	<u>85/119903</u>	<u>08/31/2010</u>
<u>Ann's House</u>	<u>CAN</u>	<u>TMA819896</u>	<u>03/14/12</u>
<u>Nature's Harvest</u>	<u>CAN</u>	<u>TMA828401</u>	<u>07/20/12</u>
<u>Quality You Can See</u>	<u>CAN</u>	<u>TMA575937</u>	<u>02/19/2003</u>
<u>Nature's Harvest</u>	<u>USA</u>	<u>1834185</u>	<u>05/03/1994</u>
<u>Snack Bat</u>	<u>USA</u>	<u>4050761</u>	<u>11/01/11</u>
<u>Snack Bat SB</u>	<u>USA</u>	<u>4050762</u>	<u>11/01/11</u>
<u>Ann's House</u>	<u>International Register (UK)</u>	<u>1074973</u>	<u>04/05/11</u>
<u>Ann's House</u>	<u>Mexico</u>	<u>1238509</u>	<u>09/20/11</u>
<u>Ann's House</u>	<u>Mexico</u>	<u>1236861</u>	<u>09/06/11</u>
<u>Nature's Harvest</u>	<u>Mexico</u>	<u>1237127</u>	<u>09/07/11</u>
<u>Nature's Harvest</u>	<u>Mexico</u>	<u>1237126</u>	<u>09/07/11</u>
<u>Ann's House</u>	<u>UK</u>	<u>2292255</u>	<u>10/04/02</u>
<u>Ann's House</u>	<u>Mexico</u>	<u>1171403</u>	<u>04/14/11</u>
<u>Ann's House</u>	<u>International Register (Japan)</u>	<u>1074973</u>	<u>04/08/13</u>
<u>Ann's House</u>	<u>International Register (Korea)</u>	<u>1074973</u>	<u>04/08/13</u>
<u>Ann's House</u>	<u>Taiwan</u>	<u>102018578</u>	<u>04/08/13</u>

AMERICAN IMPORTING COMPANY, INC.

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>
<u>Amport Foods</u>	<u>USA</u>	<u>3031534</u>	<u>12/20/2005</u>
<u>Ultra Berry</u>	<u>USA</u>	<u>2827900</u>	<u>03/30/2004</u>
<u>Design Only</u>	<u>USA</u>	<u>2788966</u>	<u>12/02/2003</u>
<u>Sunflower Sam</u>	<u>USA</u>	<u>2813002</u>	<u>02/10/2004</u>
<u>Fruit Additions</u>	<u>USA</u>	<u>2855257</u>	<u>06/15/2004</u>
<u>Amport</u>	<u>USA</u>	<u>0767951</u>	<u>04/07/1964</u>

SNACKS HOLDING CORPORATION

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>
<u>Flagstone Foods</u>	<u>USA</u>	<u>4320428</u>	<u>04/16/13</u>
<u>Flagstone Foods</u>	<u>USA</u>	<u>4223216</u>	<u>10/09/12</u>
<u>Healthnut</u>	<u>USA</u>	<u>85709281</u>	<u>08/21/12</u>
<u>Kids' Choice</u>	<u>USA</u>	<u>85709237</u>	<u>08/21/12</u>

SCHEDULE II

PATENT REGISTRATIONS

ANN'S HOUSE OF NUTS, INC.

<u>PATENT</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>
<u>Packaged Snack-Food and Carton</u>	<u>USA</u>	<u>6213387</u>	<u>04/10/2001</u>
<u>JAR</u>	<u>USA</u>	<u>D435220</u>	<u>12/19/2000</u>

SCHEDULE III

COPYRIGHT REGISTRATIONS

ANN'S HOUSE OF NUTS, INC.

“Oval V-cut Jar”- Registration No. VA 1150179 registered July 26, 2002

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office, and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said **[Trademarks/Patents/Copyrights]**;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Amended and Restated Intellectual Property Security Agreement dated May 23, 2013 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the **[Trademarks/Patents/Copyrights]** and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark /Patent/Copyright Assignment to be executed as of the ____ day of _____.

[]

By: _____
Attorney-in-fact

Witness: