

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2743843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIAMOND FOODS, INC.	02/19/2014
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
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	5690979
Patent Number:	5507132
Patent Number:	5498080
Patent Number:	5919505
Patent Number:	6093429
Patent Number:	6333059
Patent Number:	5958482
Patent Number:	6066346
Patent Number:	5897894
Patent Number:	6231903
Patent Number:	5997916
Patent Number:	6210721
Patent Number:	6706296
Patent Number:	6013291
Patent Number:	6306448

Patent Number:	6660983
Patent Number:	6733807
Patent Number:	6259079
Patent Number:	6884978
Patent Number:	6951999
Patent Number:	D358927
Patent Number:	7713561
Patent Number:	8568809
Patent Number:	D518732
Patent Number:	6572907
Application Number:	12384235
Application Number:	13379833
Application Number:	13500869
Application Number:	13285961
Application Number:	13337006
Application Number:	61820623
Application Number:	13691824
Application Number:	13705073
Application Number:	14065293

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
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:	CRS1-39281
NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
Signature:	/pja/
Date:	02/26/2014

Total Attachments: 7
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement") dated as of February 19, 2014 by and between DIAMOND FOODS, INC., a Delaware corporation (the "Grantor"), 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 Grantor, 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 Grantor 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 Grantor under the Credit Agreement that the Grantor 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 Grantor, certain of its Subsidiaries party thereto, 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 Grantor agrees as follows:

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

(a) (i) all patents, rights and interests in patents, patent disclosures, patentable inventions and patent applications anywhere in the world of the Grantor, including those listed on Schedule A hereto, (ii) all improvements thereto, reissues, continuations (in whole or in part), divisionals, reexaminations and renewals and extensions of any of the foregoing, (iii) all income, royalties, damages or 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 and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents"); and

(b) all products and Proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner for Patents 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.

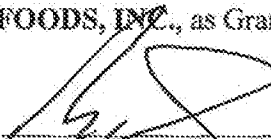
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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 Patent Security Agreement]

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PATENT
REEL: 032336 FRAME: 0819

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

Schedule A
to
Patent Security Agreement

UNITED STATES PATENTS:

OWNER	PATENT NUMBER	TITLE/DESCRIPTION
Diamond Foods, Inc.	5,690,979	Method of Preparing Reduced Fat Microwave Popcorn
Diamond Foods, Inc.	5,507,132	Apparatus For Opening Microwave Popcorn Bags
Diamond Foods, Inc.	5,498,080	Easily Expandable, Flexible Paper Popcorn Bags
Diamond Foods, Inc.	5,919,505	Shelf-Stable Butter Containing Microwave Popcorn Article and Method of Preparation
Diamond Foods, Inc.	6,093,429	Shelf-Stable Butter Containing Microwave Popcorn Article
Diamond Foods, Inc.	6,333,059	Shelf-Stable Butter Containing Microwave Popcorn Article and Method of Preparation
Diamond Foods, Inc.	5,958,482	Easily Expandable, Nontrapping, Flexible Paper, Microwave Package
Diamond Foods, Inc.	6,066,346	Easily Expandable, Nontrapping, Flexible Paper, Microwave Package
Diamond Foods, Inc.	5,897,894	Microwave Popcorn with Coarse Salt Crystals And Method of Preparation
Diamond Foods, Inc.	6,231,903	Food Package for Microwave Heating
Diamond Foods, Inc.	5,997,916	Microwave Popcorn Fortified With Calcium And Method of Preparation
Diamond Foods, Inc.	6,210,721	Microwave Popcorn Incorporating Coarse Salt and Method of Preparation

Schedule A
to
Patent Security Agreement

Diamond Foods, Inc.	6,706,296	Microwave Popcorn Article Incorporating Course Salt
Diamond Foods, Inc.	6,013,291	Microwave Popcorn with Liquid Fat and Method of Preparation
Diamond Foods, Inc.	6,306,448	Easily Expandable, Nontrapping, Flexible Paper, Microwave Package
Diamond Foods, Inc.	6,660,983	Easily Expandable, Nontrapping, Flexible Paper, Microwave Package
Diamond Foods, Inc.	6,733,807	Easily Expandable, Nontrapping, Flexible Paper, Microwave Package
Diamond Foods, Inc.	6,259,079	Microwave Food Package and Method
Diamond Foods, Inc.	6,884,978	Easily Expandable, Flexible Paper Popcorn Package
Diamond Foods, Inc.	6,951,999	Easily Expandable, Nontrapping, Flexible Paper, Microwave Package
Diamond Foods, Inc.	D358,927	Food Product
Diamond Foods, Inc.	7,713,561	Oil Resistant Packaging
Diamond Foods, Inc.	8,568,809	Oil Resistant Packaging
Diamond Foods, Inc.	D518,732	Container
Diamond Foods, Inc.	6,572,907	Method for Drying Walnuts

UNITED STATES PATENT APPLICATIONS:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TITLE/DESCRIPTION</u>
Diamond Foods, Inc.	12/384,235	Chocolate Roast Process for Almonds
Diamond Foods, Inc.	13/379,833	Light Glaze for Popcorn
Diamond Foods, Inc.	13/500,869	Powdered Sugar For Microwave Popcorn

Schedule A
to
Patent Security Agreement

Diamond Foods, Inc.	13/285,961	Process For Seasoning Low-Fat Snacks
Diamond Foods, Inc.	13/337,006	Hydrated Polyols for Use in Food Products
Diamond Foods, Inc.	61/820,623	Method for Fruit Glazing
Diamond Foods, Inc.	13/691,824	System And Method For Using Vegetable Oil With Modified Rheology As Popcorn Fat
Diamond Foods, Inc.	13/705,073	Delivery of Flavors In Microwave Popcorn Bags
Diamond Foods, Inc.	14/065,293	Oil Resistant Packaging

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