

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment for Security |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------|----------|----------------|-----------------------|
| iSnack, Inc. | | 06/10/2005 | CORPORATION: NEW YORK |

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 |
| Entity Type: | Banking Institution: |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 78044379 | CYBER CHIPS |
| Serial Number: | 78043975 | TORTILLA BYTES |
| Serial Number: | 78043983 | UPGRADE YOUR HEALTH! |
| Serial Number: | 78427444 | THE HEALTHY NATURAL SNACK |
| Serial Number: | 78418437 | HEART CRISPS |
| Serial Number: | 78419094 | FINKY SOY POTATO CHIPS |
| Serial Number: | 78419178 | I SNACK "YOUR SOURCE FOR HEALTHY SNACKS" |
| Serial Number: | 78420398 | SOYTITOS |
| Serial Number: | 78418457 | TORTITOS |
| Serial Number: | 78418448 | NET1CARB |
| Serial Number: | 78426674 | SOY KRUNCH |

CORRESPONDENCE DATA

CH \$290.00 78044379

Fax Number: (212)836-6506
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-836-7091
Email: lbernstein@kayescholer.com
Correspondent Name: Lauren M. Bernstein, Esq.
Address Line 1: 425 Park Avenue
Address Line 2: c/o Kaye Scholer, LLP
Address Line 4: New York, NEW YORK 10022

| | |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Johanne R. Remy |
| Signature: | /s/ Johanne R. Remy |
| Date: | 06/20/2005 |

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, ISNACK, INC. (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

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 Trademarks 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 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 Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the 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 indefeasibly 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 Trademarks 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 10th day of June, 2005.

ISNACK, INC.

By: 
Name: Zeke Alenick
Title: President

Assignment for Security (Trademarks) Signature Page

TRADEMARK
REEL: 003107 FRAME: 0611

SCHEDULE 1 TO GRANT OF SECURITY

TRADEMARKS

Trademarks - Registered

| <u>Trademark</u> | <u>Serial Date</u> | <u>Serial No.</u> | <u>Reg. Date</u> | <u>Reg. No.</u> |
|----------------------|--------------------|-------------------|------------------|-----------------|
| CYBER CHIPS | 01/22/01 | 78044379 | 05/07/02 | 2567549 |
| TORTILLA BYTES | 01/19/01 | 78043975 | 07/30/02 | 2602950 |
| UPGRADE YOUR HEALTH! | 01/19/01 | 78043983 | 09/03/02 | 2615421 |

Trademarks - Applications

| <u>Trademark</u> | <u>Serial Date</u> | <u>Serial No.</u> | <u>Reg. Date</u> | <u>Reg. No.</u> |
|--|--------------------|-------------------|------------------|-----------------|
| THE HEALTHY NATURAL SNACK | 05/30/04 | 78427444 | | |
| HEART CRISPS | 05/13/04 | 78418437 | | |
| FINKY SOY POTATO CHIPS | 05/14/04 | 78419094 | | |
| I SNACK "YOUR SOURCE FOR HEALTHY SNACKS" | 05/14/04 | 78419178 | | |
| SOYTITOS | 05/18/04 | 78420398 | | |
| TORITITOS | 05/13/04 | 78418457 | | |
| NETICARB | 05/13/04 | 78418448 | | |
| SOY KRUNCH | 05/28/04 | 78426674 | | |