

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ann's House of Nuts, Inc.		07/02/2008	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Ave., Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2738397	CONTINENTAL NUT COMPANY
Registration Number:	2827188	COYOTE SALSA CRUNCH
Registration Number:	2873359	BACKYARD BBQ PARTY MIX
Registration Number:	2880759	HIKER'S MUNCH
Registration Number:	2972281	TAKE ALONGS
Registration Number:	1743379	ANN'S HOUSE OF NUTS
Registration Number:	1834185	NATURE'S HARVEST
Registration Number:	1850388	QUALITY YOU CAN SEE
Registration Number:	1927887	
Registration Number:	2007847	
Registration Number:	1996720	
Registration Number:	3367142	ANN'S HOUSE
Registration Number:	3376606	DISCOVER A WHOLE NEW WORLD OF SNACKING
Serial Number:	77316281	DISCOVER A WHOLE NEW WORLD OF SNACKING

CH \$365.00 2738397

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	420641
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	08/20/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of July, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, if any, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of July 2, 2008, among AHON, Inc., a Delaware corporation ("Parent"), Ann's House of Nuts, Inc., a Maryland corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (collectively, the "Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), dated as of July 2, 2008;

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, as referred to therein, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, and to, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

The Trademark Collateral shall exclude the Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or applications (excluding "intent to use" applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any

reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ANN'S HOUSE OF NUTS, INC.,
a Maryland corporation

By: 

Name: Manu Bettegowda

Title: Vice President, Assistant Secretary

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 003838 FRAME: 0727

AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company,
as Agent

By: 

Name: Brian T. Kennedy

Title: Vice President

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 003838 FRAME: 0728

Schedule I

TRADEMARKS

U.S. Trademark Registrations:

1. "Continental Nut Company" – Registration No. 2,738,397 registered July 15, 2003.
2. "Coyote Salsa Crunch" – Registration No. 2,827,188 registered March 30, 2004.
3. "Backyard BBQ Party Mix" – Registration No. 2,873,359 registered August 17, 2004.
4. "Hiker's Munch" – Registration No. 2,880,759 registered September 7, 2004.
5. "Take Alongs" – Registration No. 2,972,281 registered July 19, 2005.
6. "Ann's House of Nuts" – Registration No. 1,743,379 registered December 29, 1992.
7. "Nature's Harvest" – Registration No. 1,834,185 registered May 3, 1994.
8. "Quality You Can See" – Registration No. 1,850,388 registered August 16, 1994.
9. Miscellaneous Design (Ann Hathaway's cottage) – Registration No. 1,927,887 registered October 17, 1995.
10. Miscellaneous Design (horse and wagon in color) – Registration No. 2,007,847 registered October 15, 1996.
11. Miscellaneous Design (horse and wagon without color) – Registration No. 1,996,720 registered August 27, 1996.
12. "Ann's House" – Registration No. 3,367,142 registered January 8, 2008.
13. "Discover a Whole New World of Snacking" – Registration No. 3,376,606 registered January 29, 2008.

Pending U.S. Trademark Applications:

- 1 "Discover a Whole New World of Snacking" – Application No. 77/316,281 filed October 29, 2007.

Foreign Trademark Registrations:

1. "Ann's House of Nuts" (and design) – Registration No. 2292255 (United Kingdom) registered October 4, 2002.
2. "Quality You Can See" – Registration No. TMA575,937 (Canada) registered February 19, 2003.