

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in US Tradaemarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shearer's Foods, Inc.		03/31/2010	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Jefferies Finance LLC, as collateral agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3654341	DIPSTERS
Registration Number:	1621442	GRANDPA'S CHOICE
Registration Number:	3741108	KRAZI CURLS!
Registration Number:	1620176	MESQUITE GRANDPA'S CHOICE
Registration Number:	3628640	SHAPERS
Registration Number:	2202051	SHEARER PERFECTION IN EVERY BAG
Registration Number:	3663392	SHEARER'S
Registration Number:	2999837	SHEARER'S
Registration Number:	3119618	SHEARER'S
Registration Number:	3677688	SHOVELS
Registration Number:	3696903	TANGOS
Registration Number:	3674339	THE CRUNCH OF THE PARTY
Registration Number:	2805553	TIRITAS

**CORRESPONDENCE DATA**

**900158599**

**TRADEMARK  
 REEL: 004178 FRAME: 0068**

**OP \$340.00 3654341**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
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Correspondent Name: White & Case LLP  
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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155732-0146
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/01/2010

Total Attachments: 5  
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Shearer's Foods, Inc., an Ohio corporation (the "Grantor") with principal offices at 692 Wabash Avenue, North Brewster, OH 44613, hereby assigns and grants to Jefferies Finance LLC, as Collateral Agent, with principal offices at 520 Madison Avenue, New York, NY 10022 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 31, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). At the request and expense of the Grantor, upon or after the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

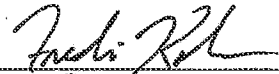
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31<sup>st</sup> day of  
March, 2010.

SHEARER'S FOODS, INC., Grantor

By   
Name: Fredric Kottmann  
Title: CEO, SECRETARY

JEFFERIES FINANCE LLC,  
as Collateral Agent and Grantee

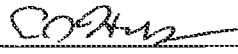
By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31<sup>st</sup> day of  
March, 2010.

SHEARER'S FOODS, INC., Grantor

By \_\_\_\_\_  
Name:  
Title:

JEFFERIES FINANCE LLC,  
as Collateral Agent and Grantee

By   
Name: E.J. Hess  
Title: Managing Director

SCHEDULE A

TRADEMARK	APP./REG. NO.	FILING/REG. DATE
DIPSTERS	3,654,341	07/14/09
GRANDPA'S CHOICE	1,621,442	11/06/1990
KRAZI CURLS!	3,741,108	01/19/10
MESQUITE GRANDPA'S CHOICE	1,620,176	10/30/1990
SHAPERS	3,628,640	05/26/09
SHEARER PERFECTION IN EVERY BAG	2,202,051	11/03/1998
SHEARER'S	3,663,392	08/04/09
SHEARER'S (Stylized)	2,999,837	09/27/05
SHEARER'S (stylized)	3,119,618	07/25/06
SHOVELS	3,677,688	09/01/09
TANGOS	3,696,903	10/13/09
THE CRUNCH OF THE PARTY	3,674,339	08/25/09
TIRITAS	2,805,553	01/13/2004