

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kettle Foods, Inc.		03/31/2010	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	2001 Clayton Road, 2nd Floor
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3577544	DEATH VALLEY CHIPOTLE
Registration Number:	3510810	KETTLE
Registration Number:	3417780	KETTLE
Registration Number:	3417781	KETTLE
Registration Number:	3417783	KETTLE BRAND
Registration Number:	3622684	BACKYARD BARBEQUE
Registration Number:	3006499	FLOWER POWER
Registration Number:	3006500	
Registration Number:	2873087	KETTLE
Registration Number:	2729540	KETTLE SWEET
Registration Number:	2917457	
Registration Number:	3167020	ALWAYS HAND COOKED
Registration Number:	3277341	SNACK WITH CONFIDENCE
Registration Number:	3277005	A NATURAL OBSESSION

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Registration Number:	3277006	A NATURAL OBSESSION
Registration Number:	2923081	
Registration Number:	1397807	ROASTER-FRESH
Registration Number:	2881773	STAY SALTY STAY FUNKY
Registration Number:	1753358	KETTLE TIAS
Registration Number:	98761	
Registration Number:	27845	
Registration Number:	022829	
Registration Number:	022830	
Serial Number:	77589780	BUFFALO BLEU
Serial Number:	77855768	FULLY LOADED BAKED POTATO
Serial Number:	77796249	SPICY THAI

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704) 350-7738
Email: bsmith@winston.com
Correspondent Name: Betty G. Smith
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	3165.07029
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	04/01/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of March 31, 2010 by and between KETTLE FOODS, INC., an Oregon corporation (the "Grantor"), having its chief executive office at 3125 Kettle Court Southeast, Salem, Oregon 97301-5572, and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 2001 Clayton Road, 2nd Floor, Concord, California 94520, for the ratable benefit of the Secured Parties as defined in that certain Credit Agreement, dated as of February 25, 2010 amended, restated, supplemented or otherwise modified, the "Credit Agreement", among Diamond Foods, Inc., a Delaware corporation, as Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of February 25, 2010 among the Borrower, certain of its Subsidiaries party thereto, including the Grantor, 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, 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:

- (i) each Trademark and all of the associated goodwill connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

KETTLE FOODS, INC., as Grantor

By: Steven M. Neil

Name: Steven M. Neil

Title: Executive Vice President and Chief
Financial Officer

ACKNOWLEDGMENT

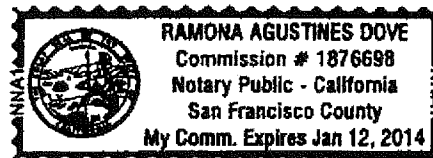
State of California
County of San Francisco

On March 23, 2010 before me, Ramona Agustines Dove, personally appeared Steven M. Neil who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ramona A. Dove (Seal)



Any certificate of acknowledgment taken in another state shall be sufficient in the State of California if it is taken in accordance with the laws of the place where the acknowledgment is made.

260.165 (Rev. 1/06)

[Signature Pages Continue]

Kettle Foods, Inc.
Trademark Security Agreement
Signature Pages

TRADEMARK
REEL: 004178 FRAME: 0106

Agreed and Accepted as of the
31st day of March, 2010.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: Ken Puro

Title: Vice President

Kettle Foods, Inc.
Trademark Security Agreement
Signature Pages

TRADEMARK
REEL: 004178 FRAME: 0107





SCHEDULE A



to

Trademark Security Agreement dated as of March 31, 2010

by and between

Kettle Foods, Inc. and Bank of America, N.A.

TRADEMARK	COUNTRY	REGISTRATION NUMBER OR SERIAL NUMBER	OWNER	FILING DATE	REGISTRATION DATE (IF APPLICABLE)	DATE AFFIDAVIT OF USE AND/OR RENEWAL IS DUE
DEATH VALLEY CHIPOTLE	UNITED STATES OF AMERICA	3577544	KETTLE FOODS, INC.	21-Nov-2007	17-Feb-2009	17-Feb-2019
KETTLE logo 	UNITED STATES OF AMERICA	3510810	KETTLE FOODS, INC.	10-Aug-2007	07-Oct-2008	07-Oct-2018
KETTLE logo 	UNITED STATES OF AMERICA	3417780	KETTLE FOODS, INC.	10-Aug-2007	29-Apr-2008	29-Apr-2018
KETTLE logo 	UNITED STATES OF AMERICA	3417781	KETTLE FOODS, INC.	10-Aug-2007	29-Apr-2008	29-Apr-2018
KETTLE BRAND	UNITED STATES OF AMERICA	3417783	KETTLE FOODS, INC.	10-Aug-2007	29-Apr-2008	29-Apr-2018
FULLY LOADED BAKED POTATO	UNITED STATES OF AMERICA	77855768	KETTLE FOODS, INC.	23-Oct-2009		
SPICY THAI	UNITED STATES OF AMERICA	77796249	KETTLE FOODS, INC.	4-Aug-2009		
BACKYARD BARBEQUE	UNITED STATES OF AMERICA	3622684	KETTLE FOODS, INC.	09-Oct-2008	19-May-2009	19-May-2019
BUFFALO BLEU	UNITED STATES OF AMERICA	77589780	KETTLE FOODS, INC.	09-Oct-2008		
FLOWER POWER	UNITED STATES OF AMERICA	3006499	KETTLE FOODS, INC.	15-Sep-2003	11-Oct-2005	11-Oct-2015
Desig 	UNITED STATES OF AMERICA	3006500	KETTLE FOODS, INC.	15-Sep-2003	11-Oct-2005	11-Oct-2015
KETTLE	UNITED STATES OF AMERICA	2873087	KETTLE FOODS, INC.	26-Oct-2000	17-Aug-2004	17-Aug-2014
KETTLE SWEET	UNITED STATES OF AMERICA	2729540	KETTLE FOODS, INC.	24-Nov-1999	24-Jun-2003	24-Jun-2013

TRADEMARK	COUNTRY	REGISTRATION NUMBER OR SERIAL NUMBER	OWNER	FILING DATE	REGISTRATION DATE (IF APPLICABLE)	DATE AFFIDAVIT OF USE AND/OR RENEWAL IS DUE
Design only 	UNITED STATES OF AMERICA	2917457	KETTLE FOODS, INC.	13-Jan-2004	11-Jan-2005	11-Jan-2015
ALWAYS HAND COOKED	UNITED STATES OF AMERICA	3167020	KETTLE FOODS, INC.	31-Mar-2006	31-Oct-2006	31-Oct-2016
SNACK WITH CONFIDENCE	UNITED STATES OF AMERICA	3277341	KETTLE FOODS, INC.	13-Sep-2005	07- Aug-2007	07- Aug-2017
A NATURAL OBSESSION	UNITED STATES OF AMERICA	3277005	KETTLE FOODS, INC.	11-Jul-2005	07- Aug-2007	07-Aug-2017
A NATURAL OBSESSION	UNITED STATES OF AMERICA	3277006	KETTLE FOODS, INC.	11-Jul-2005	07-Aug-2007	07-Aug-2017
Design only 	UNITED STATES OF AMERICA	2923081	KETTLE FOODS, INC.	14-Jan-2004	01-Feb-2005	01-Feb-2015
ROASTER-FRESH	UNITED STATES OF AMERICA	1397807	KETTLE FOODS, INC.	29-Oct-1985	17-Jun-1986	17-Jun-2016
STAY SALTY STAY FUNKY	UNITED STATES OF AMERICA	2881773	KETTLE FOODS, INC.	19-Sep-2003	07-Sep-2004	07-Sep-2014
KETTLE TIAS	UNITED STATES OF AMERICA	1753358	KETTLE FOODS, INC.	26-Sep-1991	16-Feb-1993	16-Feb-2013
KETTLE	UNITED STATES OF AMERICA State	98761	KETTLE FOODS, INC.		30-Mar-1994	30-Mar-2014
KETTLE	UNITED STATES OF AMERICA State	T27845	KETTLE FOODS, INC.		03-Feb-1994	Not listed
KETTLE	UNITED STATES OF AMERICA State	022829	KETTLE FOODS, INC.		31-Jan-1994	Not listed
KETTLE	UNITED STATES OF AMERICA State	022830	KETTLE FOODS, INC.		31-Jan-1994	Not listed