

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piedmont Candy Company		11/14/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Plexus Fund III, L.P.		
Street Address:	4601 Six Forks Road		
Internal Address:	Suite 528		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3483035	PIEDMONT CANDY	
Registration Number:	3323301	RED BIRD BRAND	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	12848.2		
NAME OF SUBMITTER:	Grace S. Collins		

OP \$65.00 3483035

Signature:	/s/ Grace S. Collins
Date:	11/15/2013
Total Attachments: 5 source=Plexus - Piedmont Candy - Trademark Security Agreement#page1.tif source=Plexus - Piedmont Candy - Trademark Security Agreement#page2.tif source=Plexus - Piedmont Candy - Trademark Security Agreement#page3.tif source=Plexus - Piedmont Candy - Trademark Security Agreement#page4.tif source=Plexus - Piedmont Candy - Trademark Security Agreement#page5.tif	

Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 14, 2013 (this "Agreement"), is made by PIEDMONT CANDY COMPANY, a North Carolina corporation (the "Grantor") in favor of PLEXUS FUND III, L.P., a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Holders (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Grantor, PCC REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company ("PCC Real Estate", and together with the Grantor, each a "Borrower" and, collectively, the "Borrowers"), PCC HOLDINGS, LLC, a Delaware limited liability company (together with its successors permitted under the Purchase Agreement including, from and after the consummation of the Closing Date Merger, PIEDMONT CANDY HOLDINGS, INC., a Delaware corporation, "Holdings"), Collateral Agent, and the Holders from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Borrowers and Holdings have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Collateral Agent for the ratable benefit of itself and other Holders from time to time party to the Purchase Agreement; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agrees as follows:

Section 1 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Holders, and grants to Collateral Agent, for ratable benefit of itself and the Holders, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (i) all of its Trademarks, including those referred to on Schedule I hereto, but excluding any "intent to use" Trademark applications for which a statement of use has not been filed;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2 **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the

Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral 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 any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 3 **Grantor Remain Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 4 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

PIEDMONT CANDY COMPANY

By: James C. Reid

Name: James C. Reid

Title: President

PLEXUS FUND III, L.P., as Collateral Agent

By: Plexus Fund III GP, LLC, its General Partner

By: 

Name: Michael K. Painter

Title: Partner

SCHEDULE I

Trademarks

Mark	Serial / Registration Number	Registration Date	Country
PIEDMONT CANDY	77106690 / 3483035	August 12, 2008	USA
RED BIRD BRAND	77106702 / 3323301	October 30, 2007	USA