# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM302999

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Notice of Grant of Security Interest in Intellectual Property

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hammond's Candies Since 1920 II, LLC		12/21/2012	LIMITED LIABILITY COMPANY: COLORADO

### **RECEIVING PARTY DATA**

Name:	MCG Capital Corporation, as Administrative Agent		
Street Address:	1001 19th Street North, 10th Floor		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	86072358	BRITTLECORN	
Serial Number:	86072351	BRITTLECORN	

### **CORRESPONDENCE DATA**

Fax Number: 9194168349

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 919 286-8049

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 430 Davis Drive, Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020286.067
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	04/29/2014

## **Total Attachments: 4**

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TRADEMARK

#### NOTICE

OF

#### GRANT OF SECURITY INTEREST

IN

#### INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 21, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto, the Lenders from time to time party thereto and MCG Capital Corporation, in its capacity as administrative agent (the "Agent") for the Lenders referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon intellectual property shown on Schedule 1 hereto to the Agent for the ratable benefit of the Lenders referenced in the Security Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

The Grantor and the Agent, on behalf of the Lenders referenced in the Security Agreement, hereby acknowledge and agree that the security interest in the intellectual property shown on <u>Schedule 1</u> hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of such intellectual property or any application therefor.

[Remainder of page intentionally left blank - Signature page to follow]

NOTICE OF GRANT OF SECURITY INTEREST IN IP HAMMONDS

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Very truly yours,

GRANTOR:

HAMMOND'S CANDIES SINCE 1920 II, LLC a Colorado limito l'ability company

Name: Andrew M. Schuman

Title: Manager

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Acknowledged and Accepted:

ADMINISTRATIVE AGENT:

MCG CAPITAL CORPORATION,

as Administrative Agent

By: 10 K. Reichert

Title: Executive Vice President

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# Schedule 1

# Hammond's Candies Since 1920 II, LLC (Colorado Limited Liability Company)

# U.S. Trademarks

# **Pending Applications**

Mark	s Appl No.	Flling Date
BRITTLECORN and Design	86072358	09/23/13
BRITTLECORN	86072351	09/23/13

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RECORDED: 04/29/2014