

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impact Confections, Inc.		11/10/2014	CORPORATION: NEW MEXICO

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association, as administrative agent
<b>Street Address:</b>	800 Nicollet Mall
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4594209	PUCKER PACKS
Registration Number:	4560057	PUCKER PARTY PACK
Registration Number:	4323645	IMPACT CONFECTIONS
Registration Number:	4334061	MELSTER CANDIES
Registration Number:	4155792	SOUR DIPPERS
Registration Number:	4207568	SOUR COOLERS
Registration Number:	4007373	WARHEADS
Registration Number:	4007372	WARHEADS
Registration Number:	3094323	WARHEADS
Registration Number:	3854863	WARHEADS
Registration Number:	3854862	WARHEADS
Registration Number:	3289463	WARHEADS
Registration Number:	3036365	PAINT SHOP
Registration Number:	3665365	CRACKLIN' COSMIC POWDER
Registration Number:	2839420	COSMIC CHERRY
Registration Number:	2200644	POP A BEAR
Registration Number:	2197066	ALIEN POP
Registration Number:	2011804	HOPPIN POPS
Registration Number:	2020495	LOLLIDAY POPS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2042310	SIDEWALK CHALK

**CORRESPONDENCE DATA**

**Fax Number:** 6123408827

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 612.492.6842

**Email:** ip.docket@dorsey.com

**Correspondent Name:** Jeffrey R. Cadwell

**Address Line 1:** Dorsey & Whitney LLP

**Address Line 2:** 50 South Sixth Street, Suite 1500

**Address Line 4:** Minneapolis, MINNESOTA 55402-1498

<b>ATTORNEY DOCKET NUMBER:</b>	059235-10511
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell
<b>SIGNATURE:</b>	/Jeffrey R. Cadwell/
<b>DATE SIGNED:</b>	11/11/2014

**Total Attachments: 4**

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## **CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of November 10, 2014, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Impact Confections, Inc., a New Mexico corporation ("Confections") (effective immediately following the consummation of the Acquisition (Impact)), Melster Candies, Inc., a Wisconsin corporation ("Melster") (effective immediately following the consummation of the Acquisition (Impact)), Impact Holding, Inc., a Delaware corporation (successor by merger to Impact Merger Sub, Inc.) ("Impact Holding"), Impact Intermediate, Inc., a Delaware corporation ("Intermediate Holdco"), and Impact Merger Sub, Inc., a Delaware corporation (to be merged with and into Impact Holding, Inc.) ("MergerSub" and together with Confections, Melster, Impact Holding, and Intermediate Holdco, each a "Borrower" and collectively, the "Borrowers"), the Lenders, and the Administrative Agent are parties to that certain Credit Agreement dated as of November 10, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent

indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

IMPACT CONFECTIONS, INC.

By: Lisa Kro  
Name: Lisa A. Kro  
Title: Vice President

Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005399 FRAME: 0476**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**Exhibit A - SCHEDULE OF TRADEMARKS**

**United States Trademarks:**

Serial Number	Registration Number	Date of Registration	Mark
86005218	4594209	8/26/2014	PUCKER PACKS
86245075	(Pending – Intent-to-use mark)		THE ULTIMATE SOUR EXPERIENCE
86245069	(Pending – Intent-to-use mark)		YOUR ULTIMATE SOUR EXPERIENCE
86245065	(Pending – Intent-to-use mark)		WARHEADS SOUR TWISTS
86245059	(Pending – Intent-to-use mark)		WARHEADS SOUR TWISTS
86245049	(Pending – Intent-to-use mark)		WARHEADS SOUR JELLY BEANS
86245047	(Pending – Intent-to-use mark)		WARHEADS SOUR JELLY BEANS
86245040	(Pending – Intent-to-use mark)		WARHEADS EXTREME SOUR HARD CANDY
86245021	(Pending – Intent-to-use mark)		WARHEADS EXTREME SOUR HARD CANDY
86208161	(Pending – Intent-to-use mark)		WARHEADS SOUR CHEWY CUBES
86208143	(Pending – Intent-to-use mark)		WARHEADS SOUR CHEWY CUBES
86308932	(Pending – Intent-to-use mark)		FIRST THE HEAT, THEN THE SWEET
86121516	4560057	7/1/2014	PUCKER PARTY PACK
86017698	(Pending – Intent-to-use mark)		HOTHEADS
85702549	4323645	4/23/2013	IMPACT CONFECTIONS
85701145	4334061	5/14/2013	MELSTER CANDIES
85406908	4155792	6/5/2012	SOUR DIPPERS
85406896	4207568	9/11/2012	SOUR COOLERS
85063794	4007373	8/2/2011	WARHEADS
85063786	4007372	8/2/2011	WARHEADS
78518754	3094323	5/16/2006	WARHEADS
77863244	3854863	9/28/2010	WARHEADS
77863192	3854862	9/28/2010	WARHEADS
76670899	3289463	9/11/2007	WARHEADS
76593638	3036365	12/27/2005	PAINT SHOP
76330231	3665365	8/11/2009	CRACKLIN' COSMIC POWDER
76214197	2839420	5/11/2004	COSMIC CHERRY
75326002	2200644	10/27/1998	POP A BEAR
75215594	2197066	10/20/1998	ALIEN POP
74732645	2011804	10/29/1996	HOPPIN POPS
74731549	2020495	12/3/1996	LOLLIDAY POPS
74622449	2042310	3/4/1997	SIDEWALK CHALK