

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM357672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0739810	PIC-A-NUT	
<b>Registration Number:</b>	1248524	PRIDE OF CALIFORNIA	
<b>Registration Number:</b>	1198137	OLD FAVORITE	
<b>Registration Number:</b>	1651985	THE PIC-A-NUT GANG & PALS THE ORIGINAL P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<i>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.</i>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 N. Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0000		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		
<b>DATE SIGNED:</b>	10/06/2015		

OP \$115.00 0739810

**Total Attachments: 4**

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**TRADEMARK**

**REEL: 005639 FRAME: 0086**

**ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Collateral Agent**”).

**RECITALS:**

**WHEREAS**, JL MANUFACTURING LLC, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

## EXHIBIT A

Trademark Security Agreement dated as of October 7, 2014 and filed with the United States Patent and Trademark Office on October 7, 2014 at Reel 5377, Frame 0019.

## EXHIBIT B

### I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
JL Manufacturing LLC	PIC-A-NUT	739,810	10-23-1962
JL Manufacturing LLC	PRIDE OF CALIFORNIA	1,248,524	8-16-1983
JL Manufacturing LLC	OLD FAVORITE	1,198,137	6-15-1982
JL Manufacturing LLC	THE PIC-A-NUT GANG AND PALS THE ORIGINAL PIC-A-NUT BRAND FINEST QUALITY (LOGO)	1,651,985	7-23-1991

### II. TRADEMARK APPLICATIONS

None.

### III. TRADEMARK LICENSES

None.