

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Voortman Cookies Limited		10/09/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Manufacturers Life Insurance Company		
Street Address:	200 Bloor Street East		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	ON M4W 1E5		
Entity Type:	federal company: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85360176	VOORTMAN	
Serial Number:	85353711		
Serial Number:	85353710		
Serial Number:	75856638	VOORTMAN COOKIES TRADITIONAL FAMILY BAKI	
Serial Number:	75193372		
Serial Number:	73111988	VOORTMAN	
Serial Number:	73111987	W.&H. VOORTMAN LTD. TRADITIONAL FAMILY B	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	303.583.8275		
Email:	uspt@polsinelli.com		
Correspondent Name:	Margaret M. Arcaro		
Address Line 1:	1515 Wynkoop, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	068198.434265		
NAME OF SUBMITTER:	Margaret M. Arcaro		
SIGNATURE:	/Margaret M. Arcaro/		

CH \$190.00 85360176

DATE SIGNED:	10/20/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 9, 2015, is made by Voortman Cookies Limited, a corporation amalgamated under the laws of the Province of Ontario, Canada (the "Granting Party"), to The Manufacturers Life Insurance Company, as administrative agent (hereinafter called the "Administrative Agent") for the Creditors (as defined in that certain Credit Agreement dated as of October 9, 2015, by and among SPCVC Acquisition Inc., as borrower, the Administrative Agent and the Lenders from time to time party thereto, as the same may from time to time be amended, modified, extended, renewed or restated (the "Credit Agreement")).

PRELIMINARY STATEMENT:

WHEREAS, certain predecessor corporations of the Granting Party, certain other "Debtors" (as defined therein) and the Administrative Agent are parties to that certain General Security Agreement, dated as of October 9, 2015 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent for the ratable benefit of the Creditors, the Administrative Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Granting Party hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Secured Obligations (as defined in the Credit Agreement), the Granting Party hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and each of the Creditors, a continuing security interest in and continuing lien on, its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all United States registered trade names, trademarks, service marks, domain names and other Internet addresses or identifiers, trade dress, corporate names and similar rights thereto, including any registrations for and applications (including intent to use applications) to register any of the foregoing, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit) (collectively, "Trademarks"), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern (except with regard to Section 3 herein).

SECTION 3. Governing Law. NOTWITHSTANDING SECTION 1.6 OF THE SECURITY AGREEMENT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

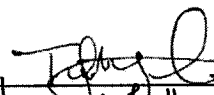
SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:

VOORTMAN COOKIES LIMITED,
a corporation amalgamated under the laws of the
Province of Ontario

By: 
Name: Tyler Stiffler
Title: Vice President

Accepted by and agreed to as of October 9th, 2015:

ADMINISTRATIVE AGENT:

THE MANUFACTURERS LIFE INSURANCE COMPANY,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:

VOORTMAN COOKIES LIMITED,
a corporation amalgamated under the laws of the
Province of Ontario

By: _____
Name: _____
Title: _____

Accepted by and agreed to as of October 9th, 2015:

ADMINISTRATIVE AGENT:

THE MANUFACTURERS LIFE INSURANCE COMPANY,
as Administrative Agent


By:  _____
Name: Craig Ferguson
Title: Assistant Vice President

Exhibit A

Trademarks

Trademarks	Type	Application No.	Registration No.
VOORTMAN	Word	85360176	4623125
WAFER CHARACTER DESIGN	Design	85353711	4244329
WAFER CHARACTER WITH GLASSES DESIGN	Design	85353710	4228641
DUTCH GIRL DESIGN	Design	75856638	2404094
MULTIPLE WAFER CHARACTER DESIGN	Design	75193372	2105516
VOORTMAN	Typed Drawing	73111988	1099730
DUTCH GIRL DESIGN	Design	73111987	1081253

TRADEMARK SECURITY AGREEMENT
EXHIBIT A

50964303.1

RECORDED: 10/20/2015

**TRADEMARK
REEL: 005648 FRAME: 0400**