

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooklyn Brands LLC		11/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CORBEL STRUCTURED EQUITY PARTNERS, L.P.		
Street Address:	12400 Wilshire Boulevard, Suite 645		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4167550	SCHICK'S GOURMET BAKERY	
Registration Number:	4167546	SCHICK'S	
CORRESPONDENCE DATA			
Fax Number:	3105647794		
<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:	4242147052		
Email:	tjstrademark@sycr.com		
Correspondent Name:	Dayan R. Rosen		
Address Line 1:	100 Wilshire Blvd., 4th Floor		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
ATTORNEY DOCKET NUMBER:	103864-0001		
NAME OF SUBMITTER:	Dayan R. Rosen		
SIGNATURE:	/Dayan R. Rosen/		
DATE SIGNED:	11/16/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 13th day of November, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and CORBEL STRUCTURED EQUITY PARTNERS, L.P., as administrative agent ("*Agent*") for the benefit of the Purchasers (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of November 13, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Note Purchase Agreement*") by and among BROOKLYN BRANDS LLC, a Delaware limited liability company ("*Brooklyn*") and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Note Purchase Agreement by executing an Addendum (Brooklyn, and such other Subsidiaries are sometimes individually referred to herein as an "*Issuer*" and collectively referred to herein as "*Issuers*" or "*Issuer*"), the Purchasers of the Notes named therein (the "*Purchasers*") and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark,

or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

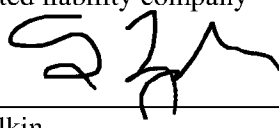
6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BROOKLYN BRANDS LLC,
a Delaware limited liability company

By: 
Name: Seth Zalkin
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**CORBEL STRUCTURED EQUITY PARTNERS,
L.P.,**

By: Corbel Capital Advisors, LLC,
its General Partner

By: Corbel Management, LLC
its Manager

By: _____
Name: Jeffrey B. Schwartz
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BROOKLYN BRANDS LLC,
a Delaware limited liability company

By: _____
Name: Seth Zalkin
Title: Chairman

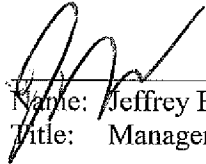
ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**CORBEL STRUCTURED EQUITY PARTNERS,
L.P.,**

By: Corbel Capital Advisors, LLC,
its General Partner

By: Corbel Management, LLC
its Manager

By:  _____
Name: Jeffrey B. Schwartz
Title: Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Issue Date
Brooklyn Brands LLC	U.S.	Schick's Gourmet Bakery	4167550	07/03/2012
Brooklyn Brands LLC	U.S.	Schick's	4167546	07/03/2012

Trademark Security Agreement

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RECORDED: 11/16/2015

TRADEMARK
REEL: 005669 FRAME: 0197