

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLOMMER CHOCOLATE COMPANY		11/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT		
Street Address:	115 S. LaSalle		
Internal Address:	17th Floor West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4596215	SUSTAINABLE ORIGINS	
Registration Number:	4502333	SUSTAINABLE ORIGINS	
Registration Number:	3539498	POKIES	
Registration Number:	2375852	BLOMMER SIGNATURE LINE	
Registration Number:	2315627	BLOMMER	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2062480-0026		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		

OP \$140.00 4596215

DATE SIGNED:	11/25/2015
---------------------	------------

Total Attachments: 5

source=Blommer - Trademark Security Agreement#page1.tif

source=Blommer - Trademark Security Agreement#page2.tif

source=Blommer - Trademark Security Agreement#page3.tif

source=Blommer - Trademark Security Agreement#page4.tif

source=Blommer - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 23, 2015, by and among BLOMMER CHOCOLATE COMPANY, a Delaware corporation (the "Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent pursuant to the Security Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of November 23, 2015 (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Administrative Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Recordation. The Grantor authorizes the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office to record this Trademark Security Agreement.

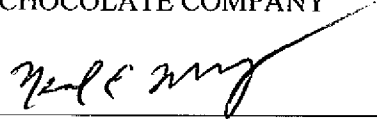
SECTION 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLOMMER CHOCOLATE COMPANY

By:



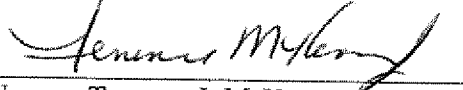
Name: Neal E. Murphy

Title: Vice President, Treasurer and Chief
Financial Officer

Accepted and Agreed:

BANK OF MONTREAL,
as Administrative Agent

By:



Name: Terrence L McKenna Jr
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Blommer Chocolate Company	4,596,215	SUSTAINABLE ORIGINS
Blommer Chocolate Company	4,502,333	SUSTAINABLE ORIGINS
Blommer Chocolate Company	3,539,498	POKIES
Blommer Chocolate Company	2,375,852	BLOMMER SIGNATURE LINE & DESIGN
Blommer Chocolate Company	2,315,627	BLOMMER

Applications:

None.

CANADIAN TRADEMARKS:

Registrations / Applications:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Blommer Chocolate Company	1721003	WE BRING CHOCOLATE TO LIFE!
Blommer Chocolate Company	TMA 546379	BLOMMER DESIGN
Blommer Chocolate Company	TMA 876525	BLOMMER