

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertex Chemical Corporation		12/23/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, for itself and as administrative agent for the Lenders		
<b>Street Address:</b>	800 Nicollet Mall		
<b>Internal Address:</b>	BC-MN-H03O		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2285178	VERTEX CSS-10	
<b>Registration Number:</b>	2071913	VERTEX CONCENTRATE	
<b>Registration Number:</b>	1997534	VERTEX CSS-6	
<b>Registration Number:</b>	1791155	VERTEX CONCENTRATE	
<b>Registration Number:</b>	1746662	VERTEX CSS-12	
<b>Registration Number:</b>	1746107	VERTEX	
<b>Registration Number:</b>	1806914	VERTEX CSS-5	
<b>Registration Number:</b>	1782311	VERTEX CSS-10	
<b>Registration Number:</b>	1236902	VERTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>	612-492-6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		

OP \$240.00 2285178

<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	059235-10646
<b>NAME OF SUBMITTER:</b>	Evan P. Everist
<b>SIGNATURE:</b>	/Evan P. Everist/
<b>DATE SIGNED:</b>	12/28/2015
<b>Total Attachments: 4</b> source=Executed Confirmatory Grant of Security Interest in Trademarks (Vertex)-v1#page1.tif source=Executed Confirmatory Grant of Security Interest in Trademarks (Vertex)-v1#page2.tif source=Executed Confirmatory Grant of Security Interest in Trademarks (Vertex)-v1#page3.tif source=Executed Confirmatory Grant of Security Interest in Trademarks (Vertex)-v1#page4.tif	

Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of December 23, 2015 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, Hawkins, Inc., a Minnesota corporation, as borrower (in such capacity, the "Borrower"), the Lenders, and the Secured Party are parties to that certain Credit Agreement of even date herewith (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 Borrower certain credit accommodations.

WHEREAS, the Grantor has entered into a Guaranty dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrower under the Credit Agreement.

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 satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantor 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.

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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.

VERTEX CHEMICAL CORPORATION

By: Kathleen P P

Name: Kathleen Pepski

Title: Chief Financial Officer

Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005699 FRAME: 0638**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
VERTEX CSS-10	Vertex Chemical Corporation	2285178	10/12/1999	United States
VERTEX CONCENTRATE	Vertex Chemical Corporation	2071913	6/17/1997	United States
VERTEX CSS-6	Vertex Chemical Corporation	1997534	8/27/1996	United States
VERTEX CONCENTRATE	Vertex Chemical Corporation	1791155	9/7/1993	United States
VERTEX CSS-12	Vertex Chemical Corporation	1746662	1/19/1993	United States
VERTEX	Vertex Chemical Corporation	1746107	1/12/1993	United States
VERTEX CSS-5	Vertex Chemical Corporation	1806914	11/30/1993	United States
VERTEX CSS-10	Vertex Chemical Corporation	1782311	7/20/1993	United States
VERTEX	Vertex Chemical Corporation	1236902	5/10/1983	United States