

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impact Confections, Inc.		04/13/2016	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, for itself and as administrative agent for the Lenders		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4782944	WARHEADS SOUR TWISTS	
Registration Number:	4782943	WARHEADS SOUR TWISTS	
Registration Number:	4782942	WARHEADS SOUR JELLY BEANS	
Registration Number:	4782941	WARHEADS SOUR JELLY BEANS	
Registration Number:	4782940	WARHEADS EXTREME SOUR HARD CANDY	
Registration Number:	4897726	WARHEADS EXTREME SOUR HARD CANDY	
Registration Number:	4867106	WARHEADS CHEWY CUBES	
Registration Number:	2292861	PAINT BRUSH	
Registration Number:	4884955	WARHEADS CHEWY CUBES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	612.492.6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		

OP \$240.00 4782944

ATTORNEY DOCKET NUMBER:	059235-10511
NAME OF SUBMITTER:	Evan P. Everist
SIGNATURE:	/Evan P. Everist/
DATE SIGNED:	04/15/2016
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks (1)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (1)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (1)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks (1)-v1#page4.tif	

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of April 13, 2016, 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, Impact Confections, Inc., a New Mexico corporation ("Confections"), Melster Candies, Inc., a Wisconsin corporation ("Melster"), Impact Holding, Inc., a Delaware corporation (successor by merger to Impact Merger Sub, Inc.) ("Impact Holding"), Impact Intermediate, Inc., a Delaware corporation ("Intermediate Holdco" and together with Confections, Melster, and Impact Holding, each a "Borrower" and collectively, the "Borrowers"), the Lenders party thereto, and the Administrative Agent entered into that certain Credit Agreement dated as of November 10, 2014, as amended by that certain Amended and Restated Credit Agreement dated as of April 13, 2016 (as further 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 Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of November 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Secured Party, for itself and the ratable benefit of the Lenders from time to time party to the Credit Agreement, a Confirmatory Grant of Security Interest in Trademarks, which was recorded with the United States Patent and Trademark Office on November 11, 2014, at Reel 5399, Frame 0472 (the "Existing Confirmatory Grant");

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to executed and deliver to the Secured Party, for itself and the ratable benefit of the Lenders, this Confirmatory Grant;

WHEREAS, this Confirmatory Grant supplements and does not replace the Existing Confirmatory Grant;

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

(d) Notwithstanding Section 2(b) hereof, this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

IMPACT CONFECTIONS, INC.

By: *Ricky J. Wein*
Name: Ricky J. Wein
Title: Treasurer, Chief Financial Officer and
Secretary

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

[Borrower to update]

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Serial Number	Registration Number	Date of Registration	Mark
86245065	4782944	7/28/2015	WARHEADS SOUR TWISTS
86245059	4782943	7/28/2015	WARHEADS SOUR TWISTS
86245049	4782942	7/28/2015	WARHEADS SOUR JELLY BEANS
86245047	4782941	7/28/2015	WARHEADS SOUR JELLY BEANS
86245040	4782940	7/28/2015	WARHEADS EXTREME SOUR HARD CANDY
86478051	(Pending - Intent-to-use mark)		GUMMY GRUBS
86677679	(Pending - Intent-to-use mark)		DARE TO BE SOUR
86624066	4897726	2/9/2016	WARHEADS EXTREME SOUR EXTREME HARD CANDY
86624056	4867106	12/8/2015	WARHEADS CHEWY CUBES
75604875	2292861	11/16/1999	PAINT BRUSH
86624040	4884955	1/12/2016	WARHEADS CHEWY CUBES