

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIANNE'S FINE DESSERTS, INC.		06/10/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT DIRECT LENDING, LLC, AS AGENT		
Street Address:	100 FEDERAL STREET		
Internal Address:	31ST FLOOR		
City:	BOSTON		
State/Country:	MAINE		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4835123	SINCE 1957 WORLD'S BEST CHEESECAKE THE L	
Registration Number:	4512377	DIANNE'S FINE DESSERTS	
Registration Number:	4499433	THE ULTIMATE EXPRESSION OF A FINE DESSERT	
Registration Number:	4329421	DIANNE'S FINE DESSERTS	
Registration Number:	4322185	DIANNE'S FINE DESSERTS	
Registration Number:	3844257	DAYSTAR DESSERTS	
Registration Number:	3500755	DIANNE'S	
Registration Number:	3384555	ALDEN MERRELL	
Registration Number:	3401070	@	
Registration Number:	3412354	BLACK TIE	
Registration Number:	2804725	THE ORIGINAL GOURMET CHEESECAKE WORLD'S	
Registration Number:	2289631	DIANNE'S GOURMET DESSERTS	
Registration Number:	2132069		
Registration Number:	2103222	ALDEN MERRELL	
Registration Number:	2142091	@	
Registration Number:	2103238	ALDEN MERRELL	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 4835123

Fax Number: 3105572193

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.

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	06/10/2016
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Crescent Direct Lending, LLC (“Crescent”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit and Security Agreement, dated as of June 10, 2016 (as the same may be amended, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the Guarantors, the lenders signatory thereto, and Agent have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit and Security Agreement that the Grantors execute and deliver to the Agent a trademark security agreement in substantially the form hereof; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit and Security Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Assets; provided, that if and when any property shall cease to be Excluded Assets, a Lien on and security in such property shall be deemed granted therein.

Section 3. Credit and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit and Security Agreement and each Grantor hereby acknowledges and agrees 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 Credit and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks] and IP licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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, each 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.

DIANNE'S FINE DESSERTS, INC., a Delaware corporation, as Grantor

By: 


Name: George M. Knowles

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CRESCENT DIRECT LENDING, LLC,
as Agent

By: 
Name: Michael L. Rogers
Title: Managing Director

By: 
Name: Hayes Olofson
Title: Vice President



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Application No./Date	Registration No./Date
Dianne's Fine Desserts, Inc.	 <p>WORLD'S BEST CHEESECAKE THE LITTLE BAKERY WITH THE BIG NAME and Design</p>	86/480,525 15-Dec-2014	4,835,123 20-Oct-2015
Dianne's Fine Desserts, Inc.	 <p>DIANE'S FINE DESSERTS and Design</p>	85/881,056 20-Mar-2013	4,512,377 08-Apr-2014
Dianne's Fine Desserts, Inc.	THE ULTIMATE EXPRESSION OF A FINE DESSERT	85/588,172 20-Mar-2013	4,499,433 18-Mar-2014
Dianne's Fine Desserts, Inc.	 <p>DIANNE'S FINE DESSERTS and Design</p>	85/633,415 23-May-2012	4,329,421 30-Apr-2013
Dianne's Fine Desserts, Inc.	DIANNE'S FINE DESSERTS	85/630,589 21-May-2012	4,322,185 21-May-2012
Dianne's Fine Desserts, Inc.	DAYSTAR DESSERTS	77/882,065 30-Nov-2009	3,844,257 07-Sep-2010

Owner	Trademark	Application No./Date	Registration No./Date
Dianne's Fine Desserts, Inc.	DIANNE'S	77/204,895 13-Jun-2007	3,500,755 16-Sep-2008
Dianne's Fine Desserts, Inc.	ALDEN MERRELL	77/203,500 12-Jun-2007	3,384,555 19-Feb-2008
Dianne's Fine Desserts, Inc.	 Design Only	77/203,811 12-Jun-2007	3,401,070 25-Mar-2008
Dianne's Fine Desserts, Inc.	 BLACK TIE and Design	77/096,412 01-Feb-2007	3,412,354 15-Apr-2008
Dianne's Fine Desserts, Inc.	 WORLD'S BEST CHEESECAKE EST. 1957 and Design	78/138,500 25-Jun-2002	2,804,725 13-Jan-2004
Dianne's Fine Desserts, Inc.	 DIANNE'S GOURMET DESSERTS and Design	75/495,437 03-Jun-1998	2,289,631 26-Oct-1999

Owner	Trademark	Application No./Date	Registration No./Date
Dianne's Fine Desserts, Inc.	 <p data-bbox="459 485 623 516">Design Only</p>	75/170,818 24-Sep-1996	2,132,069 27-Jan-1998
Dianne's Fine Desserts, Inc.	ALDEN MERRELL	75/170,817 24-Sep-1996	2,103,222 07-Oct-1997
Dianne's Fine Desserts, Inc.	 <p data-bbox="459 863 623 894">Design Only</p>	75/171,067 24-Sep-1996	2,142,091 10-Mar-1998
Dianne's Fine Desserts, Inc.	ALDEN MERRELL	75/172,088 24-Sep-1996	2,103,238 07-Oct-1997