

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387221

| | | | |
|-----------------------------------|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SweetWorks Confections LLC | | 09/25/2015 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 300 Fifth Avenue | | |
| Internal Address: | The Tower at PNC Plaza | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15222 | | |
| Entity Type: | National Banking Association: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2854800 | BUBBLE KING | |
| Registration Number: | 2673091 | FLORIDA TROPIC | |
| Registration Number: | 3689424 | MEGA BLAST | |
| Registration Number: | 2730479 | NITWITZ | |
| Registration Number: | 3871938 | OVATION | |
| Registration Number: | 3862563 | PLAY BALL | |
| Registration Number: | 2887056 | QBITS | |
| Registration Number: | 2782611 | SWEETWORKS | |
| Registration Number: | 3689425 | THUNDER BOLTS | |
| Registration Number: | 4276474 | RADPACK | |
| Registration Number: | 4801503 | CANDY CRUMBLE | |
| Serial Number: | 86762661 | COLORBRATION BY SWEETWORKS | |
| Serial Number: | 86762958 | CELEBRATION BY FREY | |
| Serial Number: | 86763029 | COLORBRATION | |
| Serial Number: | 86763071 | COLORBRATION BY FREY | |
| Serial Number: | 86763219 | CELEBRATION BY SWEETWORKS | |
| CORRESPONDENCE DATA | | | |
| TRADEMARK | | | |

OP \$415.00 2854800

Fax Number: 4123942555

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: 412-394-7767

Email: traip@clarkhill.com

Correspondent Name: Paul D. Bangor, Jr.

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Centre

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Paul D. Bangor, Jr. |
|---------------------------|---------------------|

| | |
|-------------------|-----------------------|
| SIGNATURE: | /Paul D. Bangor, Jr./ |
|-------------------|-----------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 06/09/2016 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 25, 2015 is between SweetWorks Confections LLC, a Delaware limited liability company (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, and Oak Leaf Confections Co., a Nova Scotia unlimited liability company, certain lenders (the "Lenders") and Grantee are parties to a Credit and Security Agreement of even date herewith (as amended, extended, restated, supplemented or modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of September, 2015.

SWEETWORKS CONFECTIONS LLC

By: 

Philip Terranova
President

Acknowledged:

PNC Bank, National Association,
as Collateral Agent

B: _____

Name:

Title:

[Signature Page to Trademark Security Agreement (US -Sweetworks)]

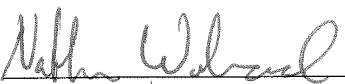
TRADEMARK
REEL: 005812 FRAME: 0580

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25 day of September, 2015.

SWEETWORKS CONFECTIONS LLC

By: _____
Philip Terranova
President

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

B: 
Name: Nathan Walvoord
Title: Assistant Vice President

Schedule 1 to Trademark Security Agreement

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Trademarks of SweetWorks Confections, LLC:

United States:

**REGISTERED
MARKS**

REGISTRATION NUMBERS

| | |
|----------------|-----------|
| Bubble King | 2,854,800 |
| Florida Tropic | 2,673,091 |
| Mega Blast | 3,689,424 |
| Nitwitz | 2,730,479 |
| Ovation | 3,871,938 |
| Play Ball | 3,862,563 |
| Qbits | 2,887,056 |
| SweetWorks | 2,782,611 |
| Thunder Bolts | 3,689,425 |
| Radpack | 4,276,474 |
| Candy Crumble | 4,801,503 |

PENDING

SERIAL NUMBERS

| | |
|-----------------------------------|-------------------|
| <u>Colorbration by SweetWorks</u> | <u>86/762,661</u> |
| <u>Celebration by Frey</u> | <u>86,762,958</u> |
| <u>Colorbration</u> | <u>86/763,029</u> |
| <u>Colorbration by Frey</u> | <u>86/763,071</u> |
| <u>Celebration by SweetWorks</u> | <u>86/763,219</u> |

Schedule 1 to Trademark Security Agreement

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Trademarks of SweetWorks, Inc.:

Canada:

REGISTERED
MARKS

REGISTRATION NUMBERS

| | |
|------------------|------------|
| Ovation | TMA261,280 |
| Ovation (design) | TMA266,584 |
| Ovation (Design) | TMA325,446 |
| Ovation (Design) | TMA325,445 |
| Ovation (Design) | TMA327,130 |
| Ovation (Design) | TMA392,387 |
| Ovation (Design) | TMA392,388 |
| Ovation (Design) | TMA392,171 |
| Ovation (Design) | TMA392,389 |
| Mega Blast | TMA817.737 |
| Play Ball | TMA849,515 |

Australia:

REGISTERED
MARKS

REGISTRATION NUMBERS

| | |
|------------------------------------|----------------|
| <u>Colourbration by SweetWorks</u> | <u>1587249</u> |
|------------------------------------|----------------|

Note: The registrations set forth above are in the process of being transferred from SweetWorks, Inc. to SweetWorks Confections LLC pursuant to an Asset Contribution Agreement dated April 6, 2014.