

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392340

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Original Cakerie Ltd.		07/20/2016	Company: BRITISH COLUMBIA
Lawler Foods, Ltd.		07/20/2016	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Babson Capital Finance LLC		
<b>Street Address:</b>	550 Tryon Street		
<b>Internal Address:</b>	Suite 3300		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86753504	FINALI'S	
<b>Serial Number:</b>	86130129	INSPIRED BY HAPPINESS	
<b>Registration Number:</b>	4661698	SIMPLY ORIGINAL	
<b>Registration Number:</b>	2145193	CHOCOLATE ERUPTION	
<b>Registration Number:</b>	1584956	LAWLER'S	
<b>Registration Number:</b>	2222062	LAWLER'S DESSERTS	
<b>Registration Number:</b>	2574973	NEW YORK COLOSSAL	
<b>Registration Number:</b>	1885141	SEDUCTION	
<b>Registration Number:</b>	2186801	THE BEST FOR LAST	
<b>Registration Number:</b>	1605809	TEDDY BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		

CH \$265.00 86753504

**Address Line 1:** 35 West Wacker Drive  
**Address Line 2:** Suite 4200  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

**NAME OF SUBMITTER:** Michelle Foy

**SIGNATURE:** /Michelle Foy/

**DATE SIGNED:** 07/22/2016

**Total Attachments: 6**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this “Agreement”), dated as of July 20, 2015, is made by The Original Cakerie Ltd., a company organized under the laws of British Columbia (“TOC”), and Lawler Foods, Ltd. a Texas limited partnership (together with “TOC”, the “Grantors”) in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantors have executed and delivered an Amended and Restated Guaranty and Security Agreement, dated as of July 20, 2016, with and in favor of Administrative Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantors have pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantors, 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 pledge and grant to Administrative Agent a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of such Grantors (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

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

(c) 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.

3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative

Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

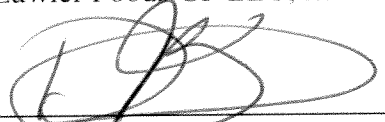
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE ORIGINAL CAKERIE LTD., as a Grantor

By:   
Name: Doug Brown  
Title: Treasurer

LAWLER FOODS, LTD., as a Grantor

By: Lawler Foods GP LLC, its General Partner

By:   
Name: Doug Brown  
Title: Treasurer

BABSON CAPITAL FINANCE LLC,  
as Administrative Agent

By: 

Name: Brady Sutton

Title: Managing Director

SCHEDULE 1

<b>Trade-mark</b>	<b>Applicant</b>	<b>Jurisdiction</b>	<b>Application No. / Registration No.</b>	<b>Status</b>
FINALI'S	THE ORIGINAL CAKERIE LTD.	U.S.	86/753,504	Pending
INSPIRED BY HAPPINESS	THE ORIGINAL CAKERIE LTD.	U.S.	86/130,129	Suspended
SIMPLY ORIGINAL	THE ORIGINAL CAKERIE LTD.	U.S.	4661698	Registered
CHOCOLATE ERUPTION	LAWLER FOODS, LTD.	U.S.	2145193	Registered
LAWLER'S	LAWLER FOODS, LTD.	U.S.	1584956	Registered
LAWLER'S DESERTS THE BEST FOR LAST + Design	LAWLER FOODS, LTD.	U.S.	2222062	Registered
NEW YORK COLOSSAL	LAWLER FOODS, LTD.	U.S.	2574973	Registered
SEDUCTION	LAWLER FOODS, LTD.	U.S.	1885141	Registered
THE BEST FOR LAST	LAWLER FOODS, LTD.	U.S.	2186801	Registered
TEDDY BAR	LAWLER FOODS, LTD.	U.S.	1605809	Registered
CRAVIN' FOR COOKIES & CREAM LAYER CAKE	THE ORIGINAL CAKERIE LTD.	Canada	1716012	Allowed
DREAMIN' OF CHOCOLATE	THE ORIGINAL CAKERIE LTD.	Canada	1672329	Allowed
DREAMIN' OF STRAWBERRIES	THE ORIGINAL CAKERIE LTD.	Canada	1672330	Allowed
DESSERT CREATIONS KIT & DESIGN	THE ORIGINAL CAKERIE LTD.	Canada	1721421	Pending
INSPIRED BY HAPPINESS	THE ORIGINAL CAKERIE LTD.	Canada	1650026	Allowed
FINALI'S	THE ORIGINAL CAKERIE LTD.	Canada	1635403	Registered
HEAVENLY CHOCOLATE	THE ORIGINAL CAKERIE LTD.	Canada	1650022	Allowed

<b>Trade-mark</b>	<b>Applicant</b>	<b>Jurisdiction</b>	<b>Application No. / Registration No.</b>	<b>Status</b>
SIMPLY ORIGINAL	THE ORIGINAL CAKERIE LTD.	Canada	TMA876341	Registered
CHOCOLATE ERUPTION	LAWLER FOODS, LTD.	Canada	TMA523087	Registered
LAWLER'S	LAWLER FOODS, LTD.	Canada	TMA428072	Registered
LAWLER'S	LAWLER FOODS, LTD.	European Union	000142299	Registered
LAWLER'S	LAWLER FOODS, LTD.	Mexico	417434	Registered
LAWLER'S	LAWLER FOODS, LTD.	Russian Federation	367384	Registered
LAWLER'S DESSERTS THE BEST FOR LAST + Design	LAWLER FOODS, LTD.	China	6723105	Registered
LAWLER'S DESSERTS THE BEST FOR LAST + Design	LAWLER FOODS, LTD.	Russian Federation	371608	Registered
NEW YORK COLOSSAL	LAWLER FOODS, LTD.	Canada	TMA561545	Registered
LAWLER'S	LAWLER FOODS, LTD.	China	11281302	Registered
LAWLER'S - Internet Keyword	LAWLER FOODS, LTD.	China	To be confirmed.	Registered
LAWLER'S (Chinese characters)	LAWLER FOODS, LTD.	China	11293940	Registered
LAWLER'S - Wireless Keyword	LAWLER FOODS, LTD.	China	1605809	Registered