

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wolfgang Operations, LLC		08/08/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	First National Bank of Pennsylvania
Street Address:	One F.N.B. Boulevard
City:	Hermitage
State/Country:	PENNSYLVANIA
Postal Code:	16148
Entity Type:	Financial Institution: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3021847	
Registration Number:	3971451	FARMER'S FAIR
Registration Number:	4080413	EVES
Registration Number:	3755855	JUNGLE JACKS
Registration Number:	3723412	SKIPJACKS
Registration Number:	3568235	DAS SWEETEN HAUS
Registration Number:	2187738	
Registration Number:	2994354	WOLFGANG CANDY
Registration Number:	1909391	CRISP-P-CRISP
Registration Number:	1125623	SWEET NOTE
Serial Number:	78446751	FRUVEE

CORRESPONDENCE DATA

Fax Number: 7179455764

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: 7179455745

Email: katiek@bcgl-law.com

Correspondent Name: Andrew F. Lucarelli, Esquire

Address Line 1: 480 New Holland Avenue, Suite 6205

Address Line 4: Lancaster, PENNSYLVANIA 17602

TRADEMARK

NAME OF SUBMITTER:	Katie Koehle
SIGNATURE:	/Katie Koehle/
DATE SIGNED:	08/17/2016
Total Attachments: 4 source=Confirmatory Grant - Wolfgang Operations#page1.tif source=Confirmatory Grant - Wolfgang Operations#page2.tif source=Confirmatory Grant - Wolfgang Operations#page3.tif source=Confirmatory Grant - Wolfgang Operations#page4.tif	

**CONFIRMATORY GRANT OF SECURITY
INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Agreement") made as of this 8th day of August, 2016 by Wolfgang Operations, LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of FIRST NATIONAL BANK OF PENNSYLVANIA, its successors and/or assigns (the "Lender").

WITNESSETH

WHEREAS, Grantor, together with its Affiliates (collectively, the "Borrowers") and Lender are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, Borrowers have granted to Lender a security interest in substantially all of the assets of Borrowers, including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Lender.

4. Rights and Remedies: Power of Attorney. Grantor hereby covenants and agrees that, upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, in connection with the Trademarks covered hereby. Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful agent and attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or the Patents to anyone else. Grantor hereby ratifies all that such agent and attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until the Loan Agreement has been terminated and all of the Obligations, other than unasserted and unknown contingent indemnification obligations and obligations in respect of Bank Products thereunder, have been indefeasibly paid and performed in full.

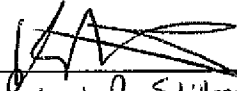
5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

[The remainder of this page is intentionally blank. Signatures follow.]

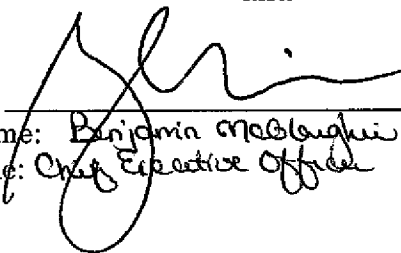
ATTEST/WITNESS:



WOLFGANG OPERATIONS, LLC,
a Pennsylvania limited liability company,

By: 
Name: Robert R. Stillman
Title: Manager

and

By: 
Name: Benjamin MacLaughlin
Title: Chief Executive Officer

SCHEDULE I

Intellectual Property

US Trademarks Owned by Wolfgang Operations, LLC

Trademark	Serial Number	Registration Number
(1 st Bakerman Mark)	78335870	3021847
Farmer's Fair	77923159	3971451
Eves	77687455	4080413
Jungle Jacks	77623885	3755855
Skipjacks	77562292	3723412
Das Sweeten Haus	77205775	3568235
(2 nd Bakerman Mark)	75353869	2187738
Wolfgang Candy	78337575	2994354
Crisp-p-Crisp	74435704	1909391
Sweet Note	73153104	1125623
Fruvee	78446751	

[Schedule I to Confirmatory Grant of Security Interest in Intellectual Property]

296758

RECORDED: 08/17/2016

TRADEMARK
REEL: 005857 FRAME: 0516