

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400754

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DENBRA IP HOLDINGS, LLC		09/30/2016	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NBC Debtco, LLC		
<b>Street Address:</b>	335 North Maple Drive, Suite 130		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77768790	BUNDTINI	
<b>Serial Number:</b>	86664091	BUNDTLET	
<b>Serial Number:</b>	86131310	NOTHING BUNDT CAKES	
<b>Serial Number:</b>	86131298	NOTHING BUNDT CAKES	
<b>Serial Number:</b>	78891817	NOTHING BUNDT CAKES	
<b>Serial Number:</b>	76082188	NOTHING BUNDT CAKES	
<b>Serial Number:</b>	77276926		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7344184213		
<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>	734-418-4212		
<b>Email:</b>	asujek@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	Honigman Miller Schwartz and Cohn LLP		
<b>Address Line 2:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	225828-395140		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		

CH \$190.00 77768790

<b>SIGNATURE:</b>	/angela alvarez subjek/
<b>DATE SIGNED:</b>	10/04/2016
<b>Total Attachments: 8</b> source=NBC - Trademark Security Agreement#page1.tif source=NBC - Trademark Security Agreement#page2.tif source=NBC - Trademark Security Agreement#page3.tif source=NBC - Trademark Security Agreement#page4.tif source=NBC - Trademark Security Agreement#page5.tif source=NBC - Trademark Security Agreement#page6.tif source=NBC - Trademark Security Agreement#page7.tif source=NBC - Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this September 30, 2016, among the Grantor listed on the signature pages hereof (“Grantor”), and NBC Debtco, LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among NBC Intermediate, LLC, a Delaware limited liability company (the “Company”), NBC Holdings, LLC, a Delaware limited liability company (“Holdco”), the other Grantors and the other Guarantors from time to time party thereto (together with Holdco, the Company and the Grantors, the “Company Parties”), the Collateral Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties (as such term is used herein, as defined in the Security Agreement), that certain Security Agreement, dated as of September 30, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I hereto and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Collateral Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Collateral Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Collateral Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

GRANTOR:

DENBRA IP HOLDINGS, LLC,  
a Nevada limited liability company

By:   
Name: Brian Harley  
Title: Chief Financial Officer, Secretary  
and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:




NBC DEBT CO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_


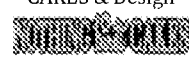

  
Name: David Wolmer

Title: Vice President and Secretary

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Owner	Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Renewal Due
DENBRA IP HOLDINGS, LLC	Canada	NOTHING BUNDT CAKES	1750978	10/6/2015	-	-	-
Class 30: Dessert food products, namely cakes							
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	Canada	NOTHING BUNDT CAKES & Design 	1750831	10/6/2015	-	-	-
Class 30: Dessert food products, namely cakes							
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	Canada	NOTHING BUNDT CAKES & Design 	1756625	11/19/2015	-	-	-
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	Canada	NOTHING BUNDT CAKES & Design 	1756542	11/19/2015	-	-	-
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							

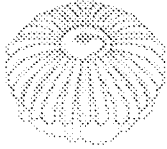


Owner	Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Renewal Due
DENBRA IP HOLDINGS, LLC	Canada	BUNDTLET	1756681	11/19/2015	-	-	-
Class 30: Cakes							
DENBRA IP HOLDINGS, LLC	Canada	BUNDTINI	1756682	11/19/2015	-	-	-
Class 30: Cakes							
DENBRA IP HOLDINGS, LLC	United States of America	BUNDTINI	77/768,790	6/26/2009	3,839,009	8/24/2010	8/24/2020
Class 30: Cakes							
DENBRA IP HOLDINGS, LLC	United States of America	BUNDTLET	86/664,091	6/16/2015	-	-	-
Class 30: Cakes							
Office Action Response Deadline: 10/19/2016							
DENBRA IP HOLDINGS, LLC	United States of America	NOTHING BUNDT CAKES & Design 	86/131,310	11/27/2013	4,579,284	8/5/2014	8/5/2024
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	United States of America	NOTHING BUNDT CAKES & Design 	86/131,298	11/27/2013	4,579,282	8/5/2014	8/5/2024
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	United States of America	NOTHING BUNDT CAKES & Design 	78/891,817	5/24/2006	3,309,781	10/9/2007	10/9/2017

Trademark Security Agreement

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**TRADEMARK**  
**REEL: 005890 FRAME: 0953**

Owner	Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Renewal Due
Class 30: Dessert food products, namely cakes							
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	United States of America	NOTHING BUNDT CAKES	76/082,188	7/3/2000	2,697,008	3/18/2003	3/18/2023
Class 30: Dessert food products, namely cakes							
Class 35: Retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods							
DENBRA IP HOLDINGS, LLC	United States of America		77/276,926	9/11/2007	3,526,479	11/4/2008	11/4/2018
Class 30: Dessert food products, namely cakes							
DENBRA IP HOLDINGS, LLC	Arizona (state filing)	NOTHING BUNDT CAKES			56425	7/11/2012	

Trademark Security Agreement

22638510

RECORDED: 10/04/2016

**TRADEMARK**  
REEL: 005890 FRAME: 0954