

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SELECT BRANDS, INC.		10/25/2016	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	MidCap Funding X Trust		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> • Apollo Capital Management, L.P. is the investment manager of the trust, DELAWARE, Limited Partnership • Apollo Capital Management, GP, LLC is the general partner of the investment manager, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3788636	BABYCAKES	
Registration Number:	4039854	BABYCAKES	
Registration Number:	4496779	BABYCAKES	
Registration Number:	4500149	BABYCAKES	
Registration Number:	4419683	BOW WOW BISTRO	
Registration Number:	4325611	DECORATION STATION	
Serial Number:	86106905	JAVA LAB	
Registration Number:	2435542	KITCHEN SELECTIVES	
Registration Number:	3117941	PRO POTS	
Registration Number:	3091535	SILHOUETTE	
Registration Number:	4280300	TREAT TIME	
Registration Number:	4384532	TREAT TIME	
Registration Number:	4748416	TRU CROSSOVER BREWER	
Registration Number:	3842702	TRU ECO	
CORRESPONDENCE DATA			

OP \$365.00 3788636

TRADEMARK

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Peter C. Brockmeyer

Address Line 1: 100 Light Street

Address Line 2: Miles & Stockbridge P.C.

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Peter C. Brockmeyer
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	11/01/2016
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Total Attachments: 10

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source=Select Brands - Trademark Filing#page2.tif
source=Select Brands - Trademark Filing#page3.tif
source=Select Brands - Trademark Filing#page4.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SELECT BRANDS, INC.

- Individual(s)
- Partnership
- Corporation- State: Kansas
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 25, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MidCap Funding X Trust

Street Address: 7255 Woodmont Ave., Suite 200

City: Bethesda

State: Maryland

Country: USA Zip: 20814

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Trust Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1 attached hereto and made a part hereof

B. Trademark Registration No.(s)

See Schedule 1 attached hereto and made a part hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule 1 attached hereto and made a part hereof

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter C. Brockmeyer

Internal Address: _____

Street Address: Miles & Stockbridge P.C.
100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3692

Docket Number: 103206-12

Email Address: pbrockmeyer@milesstockbridge.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

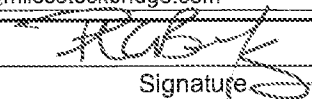
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

October 31, 2016

Date

Peter C. Brockmeyer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Schedule 1 to Filing

Trademarks

Mark	Status	App. No.	Reg. No.
BABYCAKES	Registered	77765071	3788636
BABYCAKES	Registered	85224208	4039854
BABYCAKES	Registered	85328936	4496779
BABYCAKES	Registered	85414446	4500149
BOW WOW BISTRO	Registered	85710425	4419683
DECORATION STATION	Registered	85547480	4325611
JAVA LAB	Pending	86106905	
KITCHEN SELETIVES	Registered	75410286	2435542
PRO POTS	Registered	78339331	3117941
SILHOUETTE	Registered	78534276	3091535
TREAT TIME	Registered	85276901	4280300
TREAT TIME	Registered	85389503	4384532
TRU CROSSOVER	Registered	85864237	4748416
TRU ECO	Registered	77750368	3842702

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 25th day of October, 2016 by and between MIDCAP FUNDING X TRUST, a Delaware statutory trust and successor by assignment from MidCap Financial Trust ("Agent"), and SELECT BRANDS, INC., a Kansas corporation ("Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

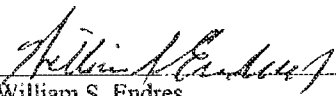
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SELECT BRANDS, INC.

10817 Renner Blvd
Lenexa, KA 66219
Attn: William S. Endres, President

By: 
Name: William S. Endres
Title: President

AGENT:

Address of Agent:

MIDCAP FINANCIAL TRUST,
a Delaware statutory trust,
as Agent for Senior Lender

c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management – Select Brands
transaction

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

10817 Renner Blvd
Lenexa, KA 66219
Attn: William S. Endres, President

SELECT BRANDS, INC.

By: _____
Name: William S. Endres
Title: President

AGENT:

Address of Agent:

c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management – Select Brands
transaction

MIDCAP FUNDING X TRUST,
a Delaware statutory trust,
as Agent for Senior Lender

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Title	Status	App. No.	Patent No.
COFFEE MAKER	Issued	29447245	D721531
COMBINATION MIXING AND DRINKING VESSEL	Issued	29199082	D510678
COMBINATION MIXING AND DRINKING VESSEL	Published	10775005	
ELECTRICAL APPLIANCE FOR PRESERVING AND CHILLING FRUIT	Issued	29168915	D483984
FILLED PET TREAT	Issued	29451990	D694986
FOODSTUFF TREAT MAKER WITH FORMING PLATES	Published	13782428	
HYBRID COFFEE MAKER WITH MULTIPLE BREWING MODES	Published	13782898	
MULTIPLE CROCK BUFFET SERVER	Issued	29383204	D669731
MULTIPLE CROCK BUFFET SERVER	Issued	29429230	D675864
MULTIPLE CROCK BUFFET SERVER	Issued	29439793	D686447
MULTIPLE CROCK BUFFET SERVER	Issued	29457658	D710648
PANCAKE AND EGG COOKING APPLIANCE	Issued	10224682	6595114
PANCAKE AND EGG COOKING APPLIANCE	Issued	29179686	D488342
PET TREAT APPLIANCE	Issued	29434859	D689323
PET TREAT FORMING DEVICE	Issued	29461533	D702076
PET TREAT FORMING DEVICE	Issued	29461537	D702077
PET TREAT FORMING DEVICE	Issued	29461538	D702484
PET TREAT FORMING DEVICE	Issued	29461540	D702485
SLOW COOKER	Issued	29166570	D480908
SLOW COOKER	Issued	29204733	D513923
SLOW COOKER	Issued	29204734	D518993
SMALL ELECTRIC OVEN	Published	09872521	
UTENSIL FOR CUTTING FOOD INTO CHILD-SIZE BITES	Issued	29203455	D508383
UTENSIL FOR CUTTING FOOD INTO CHILD-SIZE BITES	Published	10824137	

EXHIBIT C

Trademarks

Mark	Status	App. No.	Reg. No.
BABYCAKES	Registered	77765071	3788636
BABYCAKES	Registered	85224208	4039854
BABYCAKES	Registered	85328936	4496779
BABYCAKES	Registered	85414446	4500149
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TREAT TIME	Registered	85389503	4384532
TRU CROSSOVER	Registered	85864237	4748416
TRU ECO	Registered	77750368	3842702

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.