

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINE & STATE LLC		01/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PARKWAY BANK AND TRUST COMPANY		
Street Address:	4800 North Harlem Avenue		
City:	Harwood Heights		
State/Country:	ILLINOIS		
Postal Code:	60706		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1064058	FRANGO	
Registration Number:	1779123	FRANGO	
Registration Number:	1279145	FRANGO	
Registration Number:	3028233	FRANGO CAFÉ	
Registration Number:	2187043	F&N THE ORIGINAL FREDERICK & NELSON	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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>			
Phone:	312-807-4350		
Email:	valerie.swanson@klgates.com, sana.hakim@klgates.com, chicago.trademarks@klgates.com		
Correspondent Name:	Sana Hakim c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3724439-8		
NAME OF SUBMITTER:	Sana Hakim		
SIGNATURE:	/sh/		
DATE SIGNED:	01/26/2017		

CH \$140.00 1064058

Total Attachments: 7

source=agreement pine and parkway#page1.tif

source=agreement pine and parkway#page2.tif

source=agreement pine and parkway#page3.tif

source=agreement pine and parkway#page4.tif

source=agreement pine and parkway#page5.tif

source=agreement pine and parkway#page6.tif

source=agreement pine and parkway#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 26, 2017, is entered into by PINE & STATE LLC, a Delaware limited liability company ("Grantor"), and PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation (the "Bank").

RECITALS

A. The Grantor has entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor and Garrett Popcorn Holding Company LLC, a Delaware limited liability company (together, "Borrowers"), and the Bank, pursuant to which the Bank has agreed to make loans to Borrowers and pursuant to which certain obligations owed to the Bank are secured.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Bank a security interest in the Collateral, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired material patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses (excluding software licenses), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and to secure the payment and performance of the Obligations, including without limitation the Notes, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each material trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each material domain name and material trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each material patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each material patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each material copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each material copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral, Patent Collateral and Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PINE & STATE LLC, a Delaware limited liability company

By: 
Name: Lance M. Chody
Its: Manager

Acknowledged:

PARKWAY BANK AND TRUST COMPANY,
an Illinois banking corporation

By: _____
Name: Gregory T. Bear
Its: Executive Vice President

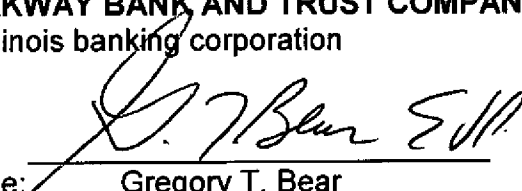
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PINE & STATE LLC, a Delaware limited liability company

By: _____
Name: Lance M. Chody
Its: Manager


Acknowledged:

PARKWAY BANK AND TRUST COMPANY,
an Illinois banking corporation

By: 
Name: Gregory T. Bear
Its: Executive Vice President

SCHEDULE 1

Registered Trademarks, Trademark Applications and Trademark Licenses¹

<u>MARK</u>	<u>APP./REG. #</u>	<u>OWNER</u>	<u>Country</u>
FRANGO	1,064,058	Pine & State LLC	United States
FRANGO	1,779,123	Pine & State LLC	United States
FRANGO	1,279,145	Pine & State LLC	United States
FRANGO CAFÉ	3,028,233	Pine & State LLC	United States
	2,187,043	Pine & State LLC	United States
FRANGO	TMA286090	Pine & State LLC	Canada
<u>LICENSES</u>	<u>LICENSEE</u>	<u>OWNER</u>	
License, Supply & Operating Agreement	Macy's, Inc. and its wholly owned subsidiaries	Pine & State LLC	
F & N License	Seattle Gourmet Foods, Inc.	Pine & State LLC	

Owned Internet Domain Names/URLs: None

Hosted Internet Domain Names/URLs (not owned): None

¹ This does not include foreign trademark registrations or applications, if any, except for Canada.

SCHEDULE 2

Patents, Patent Applications and Patent Licenses²

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
None			

² This does not include foreign patent registrations or applications, if any.

SCHEDULE 3

Registered Copyrights, Copyright Applications and Copyright Licenses³

Number	Application Number	Date Issued	Date of Application
None			

³ This does not include any foreign copyright registrations or applications, if any.