

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pretzels, Inc.		03/23/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	300 N. Meridian Street		
Internal Address:	Suite 1600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46024		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5049308		
Registration Number:	4085161	TRUSSETTS	
Registration Number:	3067241	HARVEST ROAD	
Registration Number:	2633164	SPINZELS BRAIDED PRETZELS	
Registration Number:	2592916	SPINZELS	
Registration Number:	1310328	HARVEST ROAD	
Registration Number:	1451108	WILL-YUMS	
Serial Number:	87119732	PRETZELS, INC	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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:	317-237-1029		
Email:	tmindy@faegrebd.com,ashley.moore@faegrebd.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	361176.30		

OP \$215.00 5049308

NAME OF SUBMITTER:	Abe Jentry Shanehsaz
SIGNATURE:	/Abe J. Shanehsaz/
DATE SIGNED:	03/27/2017
Total Attachments: 4 source=Trademark Security Agreement (Wells Fargo_Pretzels Inc.) (3)#page1.tif source=Trademark Security Agreement (Wells Fargo_Pretzels Inc.) (3)#page2.tif source=Trademark Security Agreement (Wells Fargo_Pretzels Inc.) (3)#page3.tif source=Trademark Security Agreement (Wells Fargo_Pretzels Inc.) (3)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2017, by PRETZELS, INC., an Indiana corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Bank").

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, Grantor, Pretzels Plymouth, LLC, an Indiana limited liability company ("Plymouth" and collectively with Grantor, "Borrowers") and Bank are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Term Credit Agreement"), and Grantor and Bank are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Revolving Credit Agreement", and collectively with the Term Credit Agreement, the "Credit Agreements"), pursuant to which, among other things, Bank agreed to make certain loans and other financial accommodations to Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreements that, among other things: (a) Grantor enter into a Security Agreement, dated as of the date hereof, in favor of Bank (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) Grantor execute this Trademark Security Agreement in order to grant a security interest in favor of Bank to secure the Secured Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Secured Obligations for the benefit of Bank and for other good and valuable consideration, the receipt of which is 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 or, if not defined therein, in the Credit Agreements.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Bank a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, trade dress, service marks, designs, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or jurisdiction or any political subdivision thereof ("Trademarks"), including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

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

(d) 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 (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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.

[Signature on following page]

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.

PRETZELS, INC.,
an Indiana corporation

By: Steven R. Huggins
Name: Steven R. HUGGINS
Title: Co. CEO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: John F. Burden
Name: John F. Burden
Title: Senior V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
(Design Mark)	5049308	July 12, 2016
Trussetts	4085161	January 10, 2012
Harvest Road	3067241	March 14, 2006
Spinzels Braided Pretzels	2633164	October 8, 2002
Spinzels	2592916	July 9, 2002
Harvest Road	1310328	December 18, 1984
Will-Yums	1451108	August 4, 1987

TRADEMARK APPLICATIONS

Mark	Serial. No.	App. Date
Pretzels, Inc	87119732	July 28, 2016