

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426341

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-----------------------|
| DIAMOND CRYSTAL BRANDS, INC. | | 07/29/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | PNC Bank, National Association |
| Street Address: | 2100 Ross Avenue, Suite 1850 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 4118549 | BELLA MIGLIORE |
| Registration Number: | 2689524 | BITS-O-BAC'N |
| Registration Number: | 3089616 | CAFE' DELIGHT |
| Registration Number: | 2031749 | CHEF'S COMPANION |
| Registration Number: | 2681224 | CHEF'S SEASONING |
| Registration Number: | 3150136 | COFFEE SHOPPE |
| Registration Number: | 1438652 | CREAM WHITE |
| Registration Number: | 1906728 | GOLD 'N NATURAL |
| Registration Number: | 2168796 | GOLD'N NATURAL |
| Registration Number: | 3056672 | HEART SMART |
| Registration Number: | 3061353 | HOUSE BLEND |
| Registration Number: | 2981728 | LITE DELITE |
| Registration Number: | 2285621 | MARRAKESH EXPRESS |
| Registration Number: | 0881779 | PACKET BRAND |
| Registration Number: | 2807346 | POCO PAC |
| Registration Number: | 1279143 | SINGLE SERV |
| Registration Number: | 2584719 | SINGLE SERV |
| Registration Number: | 1658412 | SUGAR BOWL |
| Registration Number: | 1039460 | SWEET CRYSTALS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 3037925 | SWEET NOTHIN' |
| Registration Number: | 1976671 | SWEET THING |
| Registration Number: | 3698908 | ULTRA |

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,cody.cravens@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Susan C. DiNicola |
| SIGNATURE: | /Susan C. DiNicola/ |
| DATE SIGNED: | 05/05/2017 |

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, and/or joined from time to time, the “IP Security Agreement”) dated as of July 29, 2016, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its permitted successors and assigns in such capacity, “Agent”).

WHEREAS, DIAMOND CRYSTAL BRANDS, INC., a Delaware corporation (“Diamond”), DIAMOND CRYSTAL BREMEN, LLC, a Delaware limited liability company (“Bremen”), DIAMOND CRYSTAL DULUTH, LLC, a Delaware limited liability company (“Duluth”), and DIAMOND CRYSTAL SALES, LLC, a Delaware limited liability company (“Sales” and together with Diamond, Bremen, Duluth and each Person joined hereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv)

rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, 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 any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) Reserved;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes that this IP Security Agreement be recorded with the United States Patent and Trademark Office.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement.

SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

SECTION 8. **Release.** Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon payment in full of the Obligations (other than contingent indemnification obligations that expressly survive termination of the Credit

Agreement and for which no claim has been asserted) and termination of the Credit Agreement, at any Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

DIAMOND CRYSTAL BRANDS, INC.

By: Mark J. Wagner
Name: Mark J. Wagner
Title: Chief Financial Officer

SCHEDULE A

PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

| Trademark | Country | Owner | Registration Number | Description of Goods |
|---|----------------|------------------------------|----------------------------|---|
| BELLA MIGLIORE | United States | Diamond Crystal Brands, Inc. | 4,118,549 | Parmesan cheese; crushed red pepper; seasonings |
| BITS-O-BAC'N | United States | Diamond Crystal Brands, Inc. | 2,689,524 | Textured vegetable protein bits having a bacon flavor |
| CAFÉ DELIGHT | United States | Diamond Crystal Brands, Inc. | 3,089,616 | Non-dairy creamer |
|  Chefs Companion | United States | Diamond Crystal Brands, Inc. | 2,031,749 | Bread pudding mix |
| CHEF'S SEASONING | United States | Diamond Crystal Brands, Inc. | 2,681,224 | Blend of spices and seasonings |
| COFFEE SHOPPE | United States | Diamond Crystal Brands, Inc. | 3,150,136 | Instant coffee and cocoa |
| CREAM WHITE | United States | Diamond Crystal Brands, Inc. | 1,438,652 | Powdered non-dairy creamer |
| GOLD 'N NATURAL | United States | Diamond Crystal Brands, Inc. | 1,906,728 | Sugar |
|  GOLD 'N NATURAL | United States | Diamond Crystal Brands, Inc. | 2,168,796 | Sugar |
| HEART SMART | United States | Diamond Crystal Brands, Inc. | 3,056,672 | Non-dairy creamer |
| HOUSE BLEND | United States | Diamond Crystal Brands, Inc. | 3,061,353 | Salad dressings and sauces |
| LITE DELITE | United States | Diamond Crystal Brands, Inc. | 2,981,728 | Low calorie pre-sweetened powdered mix used in the preparation of soft drinks |
| MARRAKESH EXPRESS | United States | Diamond Crystal Brands, Inc. | 2,285,621 | Grain-based Italian food products, namely, risotto |
|  Packet | United States | Diamond Crystal Brands, Inc. | 0881779 | Individual packets or pouches containing individual servings of flavoring materials- namely, ketchup, mustard, jellies, salt and pepper |

| Trademark | Country | Owner | Registration Number | Description of Goods |
|------------------|----------------|------------------------------|----------------------------|---|
| POCO PAC | United States | Diamond Crystal Brands, Inc. | 2,807,346 | Jellies and jams; ketchup, mustard, mayonnaise, sauces, namely, tartar sauce, taco sauce, barbecue sauce, seafood cocktail sauce, and hot sauce; pancake and table syrups, and honey; salad dressings |
| SINGLE SERV | United States | Diamond Crystal Brands, Inc. | 1,279,143 | Individual Packets of Salt, Pepper used as seasonings |
| SINGLE SERV | United States | Diamond Crystal Brands, Inc. | 2,584,719 | Individual packets of parmesan cheese; individual packets of red pepper |
| SUGAR BOWL | United States | Diamond Crystal Brands, Inc. | 1,658,412 | Sugar |
| SWEET CRYSTALS | United States | Diamond Crystal Brands, Inc. | 1,039,460 | Sugar substitute in individual disposable packets |
| SWEET NOTHIN' | United States | Diamond Crystal Brands, Inc. | 3,037,925 | Artificial sweetener |
| SWEET THING | United States | Diamond Crystal Brands, Inc. | 1,976,671 | Artificial sweetener |
| ULTRA | United States | Diamond Crystal Brands, Inc. | 3,698,908 | Artificial sweeteners |

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None.