

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DecoPac, Inc.		09/29/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PennantPark Loan Agency Servicing, LLC		
Street Address:	590 Madison Avenue		
Internal Address:	15th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	4339101	ADD SOME PARTY TO YOUR CAKE	
Registration Number:	1584090	BAKE STOCK	
Registration Number:	2801695	BAKEMATE	
Registration Number:	2196701	BAKERY BITES	
Registration Number:	1495594	BAKERY CRAFTS	
Registration Number:	2736208	CAKES.COM	
Registration Number:	2205889	CINNTASTIC!	
Registration Number:	1795552	CLEANAIRE	
Registration Number:	1829778	COLORWASH	
Registration Number:	1859852	COOKIE BITES	
Registration Number:	4000162	COOKIE-BRATION!	
Registration Number:	4647410	COPY CONFECTION	
Registration Number:	2348178	CULPITT	
Registration Number:	2742035	CUP O' HOLES	
Registration Number:	4168692	CUPCAKES FOR SANTA	
Registration Number:	2855109	DECODISPLAY	
Registration Number:	2940685	DECODRIZZLER	
Registration Number:	1733454	DECOPAC	

CH \$1065.00 4339101

Property Type	Number	Word Mark
Registration Number:	1343003	DECOPAC
Registration Number:	2117380	DECOPICS
Registration Number:	2095855	DECOPLACS
Registration Number:	4251232	DECOPOP
Registration Number:	2247945	DECOPRINTS
Registration Number:	2108283	DECOSSET
Registration Number:	4191363	DECOSHAPES
Registration Number:	4129436	DECOSHEETS
Registration Number:	4230526	FANGTASTIC
Registration Number:	1409940	GALLERY OF CAKES
Registration Number:	4375460	NATURAL BREW BURGER OREGON NATURAL MEATS
Registration Number:	2019789	ON TOP OF THE WORLD'S BEST-SELLING CAKES
Registration Number:	2303529	PHOTOCAKE
Registration Number:	2410632	PHOTOCAKE
Registration Number:	4103272	PIZZA PRINTS
Registration Number:	1475950	POP TOPS
Registration Number:	1501320	SPEEDPAC
Registration Number:	3976001	STEP ABOVE CAKE
Registration Number:	4796899	SUGARSOFT
Registration Number:	2823454	SWEET SERVER
Registration Number:	1518460	THE MAGIC OF CAKES
Registration Number:	3039519	TREAT TREE
Registration Number:	3829873	TREAT WRAPS
Registration Number:	2174281	WHAT'S A PARTY WITHOUT A CAKE?!

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 049111-0036

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 09/29/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 29, 2017 (this "Agreement"), by DecoPac, Inc. (the "Grantor") in favor of PennantPark Loan Agency Servicing, LLC as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among DecoPac Intermediate Holdings II Inc., a Delaware corporation ("Purchaser"), which upon effectiveness of the Merger will be merged with and into DecoPac, Inc., a Minnesota corporation ("Target" and together with Purchaser, the "Borrower"), DecoPac Intermediate Holdings I Inc., a Delaware corporation ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and PennantPark Loan Agency Servicing, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 2. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. *Intercreditor Agreement Controls.* Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 29, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Ares Capital Corporation, as the First Lien Agent, and PennantPark Loan Agency Servicing, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DECOPAC, INC.

By:  _____
Name: Alex Forrey
Title: Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
DecoPac, Inc.	4339101	ADD SOME PARTY TO YOUR CAKE
DecoPac, Inc.	1584090	BAKE STOCK
DecoPac, Inc.	2801695	BAKEMATE
DecoPac, Inc.	2196701	BAKERY BITES
DecoPac, Inc.	1495594	BAKERY CRAFTS
DecoPac, Inc.	2736208	CAKES.COM AND DESIGN
DecoPac, Inc.	2205889	CINNTASTIC!
DecoPac, Inc.	1795552	CLEANAIRE
DecoPac, Inc.	1829778	COLORWASH
DecoPac, Inc.	1859852	COOKIE BITES
DecoPac, Inc.	4000162	COOKIE-BRATION!
DecoPac, Inc.	4647410	COPY CONFECTION
DecoPac, Inc.	2348178	CULPITT
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DecoPac, Inc.	4168692	CUPCAKES FOR SANTA
DecoPac, Inc.	2855109	DECODISPLAY
DecoPac, Inc.	2940685	DECODRIZZLER
DecoPac, Inc.	1733454	DECOPAC
DecoPac, Inc.	1343003	DECOPAC & DESIGN
DecoPac, Inc.	2117380	DECOPICS
DecoPac, Inc.	2095855	DECOPLACS
DecoPac, Inc.	4251232	DECOPOP
DecoPac, Inc.	2247945	DECOPRINTS
DecoPac, Inc.	2108283	DECOSSET
DecoPac, Inc.	4191363	DECOSHAPES
DecoPac, Inc.	4129436	DECOSHEETS
DecoPac, Inc.	4230526	FANGTASTIC
DecoPac, Inc.	1409940	GALLERY OF CAKES
DecoPac, Inc.	4575460	ON TOP OF THE WORLD'S BEST CAKES
DecoPac, Inc.	2019789	ON TOP OF THE WORLD'S BESTSELLING CAKES
DecoPac, Inc.	2303529	PHOTOCAKE
DecoPac, Inc.	2410632	PHOTOCAKE
DecoPac, Inc.	4103272	PIZZA PRINTS
DecoPac, Inc.	1475950	POP TOPS
DecoPac, Inc.	1501320	SPEEDPAC
DecoPac, Inc.	3976001	STEP ABOVE CAKE
DecoPac, Inc.	4796899	SUGARSOFT
DecoPac, Inc.	2823454	SWEET SERVER
DecoPac, Inc.	1518460	THE MAGIC OF CAKES
DecoPac, Inc.	3039519	TREAT TREE
DecoPac, Inc.	3829873	TREAT WRAPS
DecoPac, Inc.	2174281	WHAT'S A PARTY WITHOUT A CAKE?!

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
DecoPac, Inc.	7144594	METHOD FOR CREATING A RELIEF MOLD FOR COMESTIBLE PRODUCTS
DecoPac, Inc.	7871652	PRINTING ON COMESTIBLE PRODUCTS
DecoPac, Inc. Andy Schnoebelen Marc Schoebelen Jeff Barhimer Mark McLoughlin Mary Sandquist	7286258	DECORATING SYSTEM FOR EDIBLE PRODUCTS
DecoPac, Inc. Fergal Keohane	8367134	PRINTING ON COMESTIBLE PRODUTCS
DecoPac, Inc.	6623553	PRINTING PROCESS WITH EDIBLE INKS
DecoPac, Inc.	7166153	PRINTING PROCESS WITH EDIBLE INKS
DecoPac, Inc.	7608141	PRINTING PROCESS WITH EDIBLE INKS
DecoPac, Inc.	6903841	DECORATING SYSTEM FOR EDIBLE ITEMS
DecoPac, Inc.	7012712	DECORATING SYSTEM FOR EDIBLE ITEMS
DecoPac, Inc.	8469222	HOLDER, DISPLAY, AND TRANSPORT APPARATUS FOR BAKED GOODS
DecoPac, Inc.	9345264	ONLINE DECORATING SYSTEM FOR EDIBLE PRODUCTS
DecoPac, Inc.	9282750	ONLINE DECORATING SYSTEM FOR EDIBLE PRODUCTS
DecoPac, Inc.	9314050	ONLINE DECORATING SYSTEM FOR EDIBLE PRODUCTS
DecoPac, Inc.	9713342	ONLINE DECORATING SYSTEM FOR EDIBLE PRODUCTS
DecoPac, Inc.	9743687	THREE-DIMENSIONAL DECORATING SYSTEM FOR EDIBLE ITEMS
DecoPac, Inc.	6030134	EDIBLE PAPER PRINTER
DecoPac, Inc.	D482401	Display Rack

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Decopac, Inc.	14/194,000	DECORATING SYSTEM FOR EDIBLE PRODUCTS
Decopac, Inc.	14/492,620	DECORATING SYSTEM FOR EDIBLE PRODUCTS
Decopac, Inc.	14/528,770	SYSTEM AND METHOD OF PRODUCING PRINTED DECORATIONS
Decopac, Inc.	15/157,142	DECORATING SYSTEM FOR EDIBLE ITEMS
Decopac, Inc.	15/164,545	THREE-DIMENSIONAL DECORATING SYSTEM FOR EDIBLE ITEMS
DecoPac, Inc.	15/616,806	THREE-DIMENSIONAL DECORATING SYSTEM FOR EDIBLE ITEMS

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
DecoPac, Inc.	VA0001233331	Arthur retail catalog page.
DecoPac, Inc.	VA0001091198	Construction set cake design.
DecoPac, Inc.	VA0001233336	Beauty & the Beast/classic Mickey Mouse retail catalog page.
DecoPac, Inc.	VA0001091196	Emergency rescue cake design.
DecoPac, Inc.	VA0001091195	Emergency rescue catalog page.
DecoPac, Inc. as successor in interest to McGlynn Bakeries, Inc.	VA0000324383	The Gallery of Cakes.
DecoPac, Inc.	VA0001233320	Golf cart cake design
DecoPac, Inc.	VA0001233340	Lion King-Simba's Pride retail catalog page.
DecoPac, Inc.	VA0001233338	Lion King, Kiara & Kova retail catalog page.
DecoPac, Inc.	VA0001233333	Bugs Bunny & Elmer Fudd retail catalog page.
DecoPac, Inc.	VA0001233337	Marvin the martian retail catalog page.
DecoPac, Inc.	VA0001233339	Mickey & Minnie Mouse retail catalog page.
DecoPac, Inc.	VA0001091200	The magic of cakes catalog.
DecoPac, Inc.	VA0001286021 (Supplement to VA0001233317)	NASCAR--Jeff Gordon cake design. By DecoPac, Inc.
DecoPac, Inc.	VA0001233317 (Supplemented by VA0001286021)	NASCAR--Jeff Gordon cake design.
DecoPac, Inc.	VA0001233335	Princess Rapunzel Barbie retail catalog page.
DecoPac, Inc.	VA0001091199	Racing champions cake design.
DecoPac, Inc.	VA0001233330	Snowmobile retail catalog page.
DecoPac, Inc.	VA0001233334	Teenage Mutant Ninja turtles retail catalog page.
DecoPac, Inc.	VA0001233332	Teletubbies 1st birthday retail catalog page.
DecoPac, Inc.	VA0001091197	Vulture cake design.

COPYRIGHT APPLICATIONS

None.