

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DecoPac, Inc.		09/29/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1584090	BAKE STOCK	
<b>Registration Number:</b>	2801695	BAKEMATE	
<b>Registration Number:</b>	2196701	BAKERY BITES	
<b>Registration Number:</b>	1495594	BAKERY CRAFTS	
<b>Registration Number:</b>	2736208	CAKES.COM	
<b>Registration Number:</b>	2205889	CINNTASTIC!	
<b>Registration Number:</b>	1795552	CLEANAIRE	
<b>Registration Number:</b>	1829778	COLORWASH	
<b>Registration Number:</b>	1859852	COOKIE BITES	
<b>Registration Number:</b>	4000162	COOKIE-BRATION!	
<b>Registration Number:</b>	4647410	COPY CONFECTION	
<b>Registration Number:</b>	2348178	CULPITT	
<b>Registration Number:</b>	2742035	CUP O' HOLES	
<b>Registration Number:</b>	4168692	CUPCAKES FOR SANTA	
<b>Registration Number:</b>	2855109	DECODISPLAY	
<b>Registration Number:</b>	2940685	DECODRIZZLER	
<b>Registration Number:</b>	1733454	DECOPAC	
<b>Registration Number:</b>	1343003	DECOPAC	
<b>Registration Number:</b>	2117380	DECOPICS	

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Property Type	Number	Word Mark
Registration Number:	2095855	DECOPLACS
Registration Number:	4251232	DECOPOP
Registration Number:	2247945	DECOPRINTS
Registration Number:	2108283	DECOSET
Registration Number:	4191363	DECOSHAPES
Registration Number:	4129436	DECOSHEETS
Registration Number:	4230526	FANGTASTIC
Registration Number:	1409940	GALLERY OF CAKES
Registration Number:	4575460	ON TOP OF THE WORLD'S BEST CAKES
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

**CORRESPONDENCE DATA**

**Fax Number:** 3125774565

*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:** 3125778265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic C/O Katten

**Address Line 1:** 525 W Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 337285-88

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 10/04/2017

**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., a Minnesota corporation ("DecoPac" or the "Grantor") in favor of Ares Capital Corporation as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain First 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 First 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 (DecoPac, 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 Ares Capital Corporation, 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
DecoPac, Inc.	2742035	CUP 'O HOLES
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
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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 I

## 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 PRODUCTCS
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 II



**SCHEDULE III**

**COPYRIGHTS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
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.