

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parker Products, LLC		09/29/2017	Limited Liability Company: TEXAS
Parker Products Holdings, LLC		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3405219	AN ORGANIC TWIST TO GREAT CLASSICS
Registration Number:	4511435	CRUNCHLET
Registration Number:	4512577	DROPLET
Registration Number:	3914839	KEEPING FOOD REAL.MAKING LIFE SWEET
Registration Number:	3928819	NATURE'S CONFECTIONS
Registration Number:	3481689	ORGANIC CONFECTIONS
Registration Number:	3514895	PARKER
Registration Number:	5069774	PARKER
Registration Number:	4512503	SOFLET
Registration Number:	4481833	STARLET

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-6352

Email: mfoy@winston.com

TRADEMARK

Correspondent Name: Michelle Foy, Winston & Strawn LLP
Address Line 1: 35 West Wacker Drive
Address Line 2: Suite 4200
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 6737.184

NAME OF SUBMITTER: Michelle Foy

SIGNATURE: /Michelle Foy/

DATE SIGNED: 10/04/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated September 29, 2017, is made by each Person listed on the signature pages hereof (collectively, the "Grantors") in favor of Madison Capital Funding LLC ("Madison"), as Agent (as defined below) for the Lenders (as defined below).

WHEREAS, reference is made to the Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Parker Products, LLC, a Texas limited liability company (the "Borrower"), Parker Products Holdings, LLC, a Delaware limited liability company (the "Guarantor"), certain subsidiaries of the Guarantor from time to time party thereto, the financial institutions from time to time party thereto (the "Lenders"), Madison Capital Funding LLC, as Agent (the "Agent"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated September 29, 2017, made by and among the Grantors, the other grantors party thereto and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants, pledges, and collaterally assigns to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in and lien on all of such Grantor's right, title and interest in, to or under all of the following assets and properties, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the

foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment and performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Guarantee and Collateral Agreement. This Trademark Security Agreement has been entered into in accordance with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

PARKER PRODUCTS, LLC,
a Texas limited liability company

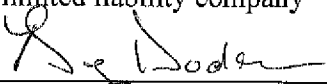
By: _____

Name: Gregory D. Hodder

Title: President

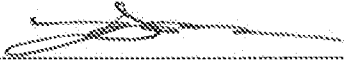
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

PARKER PRODUCTS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Gregory D. Hodder
Title: President

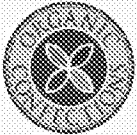

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Lauren Gams
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations

TITLE	REGISTRATION NO.	OWNER
AN ORGANIC TWIST TO GREAT CLASSICS	3,405,219	Parker Products, LLC
CRUNCHLET	4,511,435	Parker Products, LLC
DROPLET	4,512,577	Parker Products, LLC
KEEPING FOOD REAL. MAKING LIFE SWEET.	3,914,839	Parker Products, LLC
NATURE'S CONFECTIONS	3,928,819	Parker Products, LLC
	3,481,689	Parker Products, LLC
	3,514,895	Parker Products, LLC
parker	5,069,774	Parker Products, LLC
SOFLET	4,512,503	Parker Products, LLC
STARLET	4,481,833	Parker Products, LLC