

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463171

<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>
LAWLER FOODS, LTD.		02/23/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY		
<b>Street Address:</b>	720 EAST WISCONSIN AVENUE		
<b>City:</b>	MILWAUKEE		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	MUTUAL INSURANCE COMPANY: WISCONSIN		
<b>Name:</b>	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY FOR ITS GROUP ANNUITY SEPARATE ACCOUNT		
<b>Street Address:</b>	720 EAST WISCONSIN AVENUE		
<b>City:</b>	MILWAUKEE		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	MUTUAL INSURANCE COMPANY: WISCONSIN		
<b>Name:</b>	METLIFE PRIVATE EQUITY HOLDINGS, LLC		
<b>Street Address:</b>	10 PARK AVENUE		
<b>Internal Address:</b>	P.O. BOX 1902		
<b>City:</b>	MORRISTOWN		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07962		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	GOLDPOINT MEZZANINE PARTNERS IV, LP		
<b>Street Address:</b>	51 MADISON AVENUE		
<b>Internal Address:</b>	SUITE 1600		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	METLIFE INSURANCE K.K.		

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<b>Street Address:</b>	ADMINISTRATION DEPARTMENT, ARCA EAST 7F
<b>Internal Address:</b>	3-2-1 KINSHI SUMIDA-KU
<b>City:</b>	TOKYO
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	130-0013
<b>Entity Type:</b>	Kabushiki Kaisha (K.K.): JAPAN
<b>Name:</b>	GRYPHON MEZZANINE PARTNERS, L.P.
<b>Street Address:</b>	ONE MARITIME PLAZA
<b>Internal Address:</b>	SUITE 2300
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1584956	LAWLER'S
<b>Registration Number:</b>	1605809	TEDDY BAR
<b>Registration Number:</b>	1885141	SEDUCTION
<b>Registration Number:</b>	2145193	CHOCOLATE ERUPTION
<b>Registration Number:</b>	2186801	THE BEST FOR LAST
<b>Registration Number:</b>	2222062	LAWLER'S DESSERTS
<b>Registration Number:</b>	2574973	NEW YORK COLOSSAL

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193  
*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:** 310-557-2900  
**Email:** klathrop@proskauer.com  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	54811.019 Lawler Foods
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	02/23/2018

**Total Attachments: 9**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement (this “Agreement”), dated as of February 23, 2018, is made by Lawler Foods, Ltd., a Texas corporation (“Lawler” or “Grantor”), in favor of The Northwestern Mutual Life Insurance Company (“NW Mutual”), The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account (“NW Mutual Group Annuity”), MetLife Private Equity Holdings, LLC (“MetLife”), MetLife Insurance K.K. (“KK”), GoldPoint Mezzanine Partners IV, LP (“GoldPoint”; together with NW Mutual, NW Mutual Group, MetLife and KK, the “Original Purchasers”) and Gryphon Mezzanine Partners, L.P. (“Gryphon”, together with the Original Purchasers, in such capacity, together with their successors and assigns in such capacity, each a “Purchaser” and collectively, the “Purchasers”).

Grantor has executed and delivered an Amended and Restated Guaranty and Security Agreement, dated as of February 23, 2018, with and in favor of the Purchasers (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantor has pledged and granted to the Purchasers a continuing security interest in all Intellectual Property, including the Trademarks.

Lawler executed and delivered a Trademark Security Agreement dated July 20, 2016, located at Reel 5839, Frame 0292, in favor of the Original Purchasers to which Lawler granted a security interest in the Trademark Collateral (as defined therein) (the “Original Lawler Trademark Security Agreement”). Lawler intends to amend and restate the Original Lawler Trademark Security Agreement without novation of the same.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of the Purchasers, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Note Purchase Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges and grants to the Purchasers a continuing security interest in, all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or service mark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Purchasers in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of the Purchasers thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

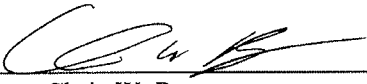
7. Effect of Amendment and Restatement. This Agreement is intended to and does completely amend and restate, without novation, the Original Lawler Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LAWLER FOODS, LTD., as Grantor

By: Lawler Foods GP LLC,  
its general partner

By: 

Name: Chris W. Rogers

Title: Treasurer


THE NORTHWESTERN MUTUAL LIFE INSURANCE  
COMPANY, as a Purchaser

By: Northwestern Mutual Investment Management  
Company, LLC, its investment adviser

By:   
Name: Mark E. Kishler  
Title: Managing Director



THE NORTHWESTERN MUTUAL LIFE INSURANCE  
COMPANY FOR ITS GROUP ANNUITY SEPARATE  
ACCOUNT, as a Purchaser

By:   
Name: Mark E. Kishler  
Title: Authorized Representative



METLIFE PRIVATE EQUITY HOLDINGS, LLC,  
as a Purchaser

By: MetLife SP Holdings, LLC, its sole member

By: Metropolitan Life Insurance Company, its sole member

By:  \_\_\_\_\_ CK  
Name: Sean Ritter  
Title: Vice President and Director

METLIFE INSURANCE K.K.,  
as a Purchaser

By: MetLife Investment Advisors, LLC, its investment  
advisor

By:  \_\_\_\_\_ CK  
Name: Sean Ritter  
Title: Vice President and Director



GOLDPOINT MEZZANINE PARTNERS IV, LP,  
as a Purchaser


By: GoldPoint Partners LLC, its Investment Manager

By:   
Name: Matthew Cashion  
Title: Executive Vice President

GRYPHON MEZZANINE PARTNERS, L.P.,  
as a Purchaser

By: Gryphon Mezzanine Partners GP, L.P.  
Its: General Partner

By: Gryphon Investors, LLC  
Its: General Partner

By:   
Name: R. David Andrews  
Title: Manager

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Applicant	Trademark	Jurisdiction	Registration No.	Status
LAWLER FOODS, LTD.	LAWLER'S	U.S.	1584956	Registered
LAWLER FOODS, LTD.	TEDDY BAR	U.S.	1605809	Registered
LAWLER FOODS, LTD.	SEDUCTION	U.S.	1885141	Registered
LAWLER FOODS, LTD.	CHOCOLATE ERUPTION	U.S.	2145193	Registered
LAWLER FOODS, LTD.	THE BEST FOR LAST	U.S.	2186801	Registered
LAWLER FOODS, LTD.	LAWLER'S DESERTS THE BEST FOR LAST + Design	U.S.	2222062	Registered
LAWLER FOODS, LTD.	NEW YORK COLOSSAL	U.S.	2574973	Registered
LAWLER FOODS, LTD.	LAWLER'S	Canada	TMA428072	Registered
LAWLER FOODS, LTD.	CHOCOLATE ERUPTION	Canada	TMA523087	Registered
LAWLER FOODS, LTD.	NEW YORK COLOSSAL	Canada	TMA561545	Registered
LAWLER FOODS, LTD.	LAWLER'S	European Union	142299	Registered
LAWLER FOODS, LTD.	LAWLER'S	Mexico	417434	Registered
LAWLER FOODS, LTD.	LAWLER'S	Russian Federation	367384	Registered
LAWLER FOODS, LTD.	Lawlers DESSERTS The Best For Last	Russian Federation	371608	Registered
LAWLER FOODS, LTD.	LAWLER'S DESSERTS THE BEST FOR LAST + Design	China	6723105	Registered
LAWLER FOODS, LTD.	LAWLER'S	China	11281302	Registered
LAWLER FOODS, LTD.	LAWLER'S (Chinese characters)	China	11293940	Registered
LAWLER FOODS, LTD.	LAWLER'S [Internet Keyword]	China	To be confirmed.	Registered Internet Keyword

Applicant	Trademark	Jurisdiction	Registration No.	Status
LAWLER FOODS, LTD.	LAWLER'S [Wireless Keyword]	China	To be confirmed.	Registered Wireless Keyword

2. TRADEMARK APPLICATIONS

None.