

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUSIECAKES, LLC		04/09/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RELLIM CH INVESTMENT COMPANY LLC		
Street Address:	2101 Claire Court		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86931849	SUSIE FAVORS	
Serial Number:	77711797	SUSIECAKES	
Serial Number:	77711825		
Serial Number:	77711834		
Serial Number:	77711841	SUSIECAKES	
Serial Number:	78835090	SUSIECAKES	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<i>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.</i>			
Phone:	312-269-8000		
Email:	mhoffman@nge.com		
Correspondent Name:	Lee J. Eulgen		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	06282N.0058		
NAME OF SUBMITTER:	Lee J. Eulgen		
SIGNATURE:	/Lee J. Eulgen/		

CH \$165.00 86931849

DATE SIGNED:	04/19/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as April 9, 2018, is made by SUSIECAKES, LLC, a California limited liability company (the "Grantor"), in favor of RELIM CH INVESTMENT COMPANY LLC (the "Lender").

RECITALS

WHEREAS, the Grantor has entered into a Security Agreement dated as of April 9, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender, pursuant to which the Grantor has secured certain Secured Obligations (as defined in the Security Agreement). Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all Secured Obligations;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Security Agreement and the other Loan Documents, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (the foregoing items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and is subject to limitations set forth therein. Each of the Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts and by different parties in separate 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. Receipt of an executed

signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUSIECAKES, LLC

By: SusieCakes Holdings, LLC, its Manager

By:  _____

Name: Susan Sarich

Title: President and Chief Executive Officer

Acknowledged and agreed to:

RELLIM CH INVESTMENT COMPANY LLC

By: _____

Name: John A. Miller

Title: Manager

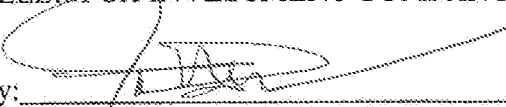
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUSIECAKES, LLC

By: _____
Name:
Title:

Acknowledged and agreed to:

RELLIM-CH INVESTMENT COMPANY LLC

By:  _____
Name: John A. Miller
Title: Manager

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application No.	Application Date	Registration No.	Registration Date
SUSIE FAVORS	86931849	3/7/16	5063313	10/18/16
SUCIECAKES	77711797	4/10/09	3701568	10/27/09
DESIGN ONLY	77711825	4/10/09	3705018	11/3/09
DESIGN ONLY	77711834	4/10/09	3701571	10/27/09
SUSIECAKES	77711841	4/10/09	3701572	10/27/09
SUSIECAKES	78835090	3/12/06	3745481	2/2/10