

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAUGE AMERICAN NUTS HOLDINGS, LLC		04/10/2018	Limited Liability Company: DELAWARE
GAUGE AMERICAN NUTS OPERATIONS, LLC		04/10/2018	Limited Liability Company: DELAWARE
AMERICAN NUTS, LLC		04/10/2018	Limited Liability Company: CALIFORNIA
ALL NUTS AND SNACKS, LLC		04/10/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	5400 LBJ FREEWAY, SUITE 1300		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86945743	BROUGHT BY NATURE	
Registration Number:	4980614	AMERICAN NUTS	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	Aisha M. Noor		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067673-0011		
NAME OF SUBMITTER:	Stephanie Hernandez		

OP \$65.00 86945743

SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	04/12/2018
Total Attachments: 8 source=Intellectual Property Security Agreement_Gauge American Nuts#page1.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page2.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page3.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page4.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page5.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page6.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page7.tif source=Intellectual Property Security Agreement_Gauge American Nuts#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated or otherwise modified from time to time, this “Agreement”), dated as of April 10, 2018, is made by **GAUGE AMERICAN NUTS HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **GAUGE AMERICAN NUTS OPERATIONS, LLC**, a Delaware limited liability company (“Opco”), **AMERICAN NUTS, LLC**, a California limited liability company (“AN”) and **ALL NUTS AND SNACKS, LLC**, a California limited liability company (“ANS” and together with Holdings, Opco, and AN, individually, each a “Grantor”, and collectively, jointly and severally, the “Grantors”) in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent for the Lenders party to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Administrative Agent”).

BACKGROUND

Grantors, the lenders from time to time party thereto (the “Lenders”), and Administrative Agent have entered into that certain Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

In connection with the Credit Agreement, each Grantor has entered into that certain Pledge and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”), in favor of Administrative Agent for the benefit of the Lenders, pursuant to which each Grantor has granted to Administrative Agent, for the benefit of the Lenders, a Lien on the Collateral.

It is the intention of the parties hereto that this Agreement create, further evidence and perfect Liens on the Collateral in favor of Administrative Agent, for its benefit and the benefit of the Lenders, securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to extend other credit and other financial accommodations under the Loan Documents, each Grantor hereby agrees with Administrative Agent, for its benefit and the benefit of the Lenders, as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” has the meaning assigned to it by Section 2.1(a) hereof.

“Patents” has the meaning assigned to it by Section 2.1(c) hereof.

“Trademarks” has the meaning assigned to it by Section 2.1(b) hereof.

1.2. Other Definitional Provisions. Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Credit Agreement and, to the extent not otherwise defined in

the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, terms as defined herein shall control. Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document, as applicable), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. To secure payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for the benefit of Administrative Agent and the other Lenders, a security interest in all of such Grantor’s right, title and interest in and to all of the following property, whether now owned or existing and hereafter acquired or arising (collectively, the “Collateral”):

(a) all United States copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) all United States trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(c) all United States patents and patent applications and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future

infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(d) the goodwill of such Grantor's business connected with the use of and symbolized by the Trademarks; and

(e) all Proceeds of any of the foregoing;

provided, however, notwithstanding anything herein to the contrary, the "Collateral" shall not include the Excluded Property (as such term is defined in the Credit Agreement).

2.2. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its Lien in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantors, Administrative Agent and the Lenders and their respective successors and permitted assigns, except that no Grantor shall have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

3.2. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. Entire Agreement. This Agreement, the Credit Agreement, and the other Loan Documents embody the entire agreement and understanding between Grantors and Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between any Grantor and Administrative Agent relating to the Collateral.

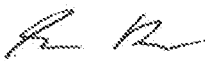
3.4. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each Grantor and Administrative Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

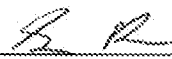
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS

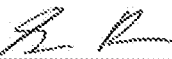
GAUGE AMERICAN NUTS HOLDINGS, LLC

By: 
Name: Sam Banon
Title: Secretary

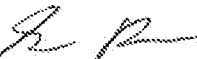
GAUGE AMERICAN NUTS OPERATIONS, LLC

By: 
Name: Sam Banon
Title: Secretary

AMERICAN NUTS, LLC

By: 
Name: Sam Banon
Title: Secretary

ALL NUTS AND SNACKS, LLC

By: 
Name: Sam Banon
Title: Secretary

ADMINISTRATIVE AGENT

CAPITAL SOUTHWEST CORPORATION
as Administrative Agent

By: 
Name: Joshua Weinstein
Title: Managing Director

(Signature Page to Intellectual Property Security Agreement)

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

TRADEMARKS

Trademark	Owner	Country	App. No.	App. Date	Reg. No.	Reg. Date
Brought By Nature	American Nuts Import-Export, Inc.	United States	86945743	18-MAR-2016	N/A	N/A
American Nuts	American Nuts Import-Export Inc.	United States	86332670	09-JUL-2014	4980614	21-JUN-2016

None

EXHIBIT C
PATENTS