

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRETZELS, LLC		10/22/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit III Loanco, LLC		
Street Address:	655 Madison Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5049308		
Registration Number:	3067241	HARVEST ROAD	
Registration Number:	2592916	SPINZELS	
Registration Number:	2633164	SPINZELS BRAIDED PRETZELS	
Registration Number:	1310328	HARVEST ROAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18600497		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/31/2018		

CH \$140.00 5049308

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2018 (this "Trademark Security Agreement"), is made by PRETZELS, LLC, a Delaware limited liability company (the "Grantor") to and for the benefit of Kayne Senior Credit III Loanco, LLC, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the "Administrative Agent").

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

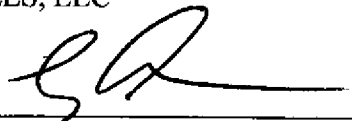
3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

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

PRETZELS, LLC

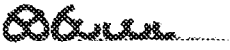

By: 
Name: Craig Anderson
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006471 FRAME: 0330

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Ser. No.	Registration/ Application No.	Mark	Owner
86911950	5049308	Design only (disappearing pretzels) 	Pretzels, LLC
76623939	3067241	HARVEST ROAD	Pretzels, LLC
76250962	2592916	SPINZELS	Pretzels, LLC
76250963	2633164	SPINZELS BRAIDED PRETZELS & Design 	Pretzels, LLC
73445478	1310328	HARVEST ROAD	Pretzels, LLC