

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496369

| | | | |
|---|-------------------------------|--------------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SABINE'S COLLECTIONS BRANDS LTD. | | 10/26/2018 | Corporation: ONTARIO |
| RECEIVING PARTY DATA | | | |
| Name: | THE BANK OF NOVA SCOTIA | | |
| Street Address: | 40 KING STREET WEST | | |
| Internal Address: | 55TH FLOOR | | |
| City: | TORONTO | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1H1 | | |
| Entity Type: | Chartered Bank: ONTARIO | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5089060 | SABINE'S COLLECTIONS | |
| Registration Number: | 5093508 | SABINE'S COLLECTION | |
| Registration Number: | 5288512 | RUSTIC BREAD...AWESOME CRISPS! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6129159637 | | |
| <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: | 6129159633 | | |
| Email: | docket@bitlaw.com | | |
| Correspondent Name: | TYSVER BECK EVANS, PLLC | | |
| Address Line 1: | 225 S. 6TH STREET, SUITE 1750 | | |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | JAMES M. URZEDOWSKI | | |
| SIGNATURE: | /James M. Urzedowski/ | | |
| DATE SIGNED: | 11/01/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 26, 2018, by SABINE'S COLLECTIONS BRANDS LTD., a corporation incorporated under the laws of the Province of Ontario (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Administrative Agent under the hereinafter defined General Security Agreement (the "Administrative Agent").

WITNESSETH:

A. Reference is made to that certain General Security Agreement, dated as of October 26, 2018, executed by the Grantor, SPCBV Acquisition Inc., Sabine's Collections Ltd. and Backerhaus Veit Ltd. in favor of the Administrative Agent (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "General Security Agreement"), pursuant to which, the Grantor granted a security interest to and in favour of the Administrative Agent, its successors and assigns, all the rights of the Grantor in, to, under or in respect of its Intellectual Property.

B. This Agreement is given pursuant to the General Security Agreement, and each and every term and provision of the General Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the making of the financial accommodations described in the Credit Agreement (as defined in the General Security Agreement) and the covenants, agreements, representations and warranties set forth in this Agreement:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Secured Obligations (as defined in the General Security Agreement), Grantor hereby grants to the Administrative Agent, its successor and assigns, a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, its successors and assigns pursuant to the General Security Agreement. This Agreement is governed by the General Security Agreement, to which reference should be made for a full description of the rights and remedies of the Administrative Agent with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the General Security Agreement, the provisions of the General Security Agreement shall control and govern.

SECTION 3. CHOICE OF LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE ENCUMBRANCE AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA. THE PARTIES HEREBY ATTORN TO THE COURTS OF THE PROVINCE OF ONTARIO AND AGREES THAT THOSE COURTS SHALL HAVE NON-EXCLUSIVE JURISDICTION TO DETERMINE ALL DISPUTES RELATING TO THIS AGREEMENT.

SECTION 4. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

[Signatures appear on the next page.]

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

SABINE'S COLLECTIONS BRANDS LTD.,
a corporation incorporated under the laws of the
Province of Ontario, as Grantor

By:



Name: _____
Title: _____

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name: _____
Title: _____

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

SABINE'S COLLECTIONS BRANDS LTD.,
a corporation incorporated under the laws of the
Province of Ontario, as Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

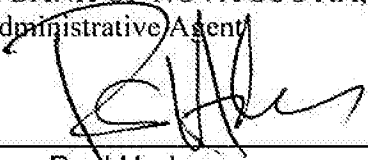

By: 
Name: Paul Hodgson
Title: Managing Director

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

| TRADEMARK | SERIAL NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|--|------------|---------------|------------------|-------------------|
| SABINE'S COLLECTIONS  | 86/483370 | Dec. 17, 2014 | 5089060 | Nov. 29, 2016 |
| SABINE'S COLLECTIONS | 86/049327 | Aug. 27, 2013 | 5093508 | Dec. 06, 2016 |
| RUSTIC BREAD...AWESOME CRISPS! | 86/678913 | Jun. 30, 2015 | 5288512 | Sep. 19, 2017 |