

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502062

| | | | |
|-----------------------------------|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Diamond Crystal Brands, Inc. | | 12/14/2018 | Corporation: 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: 30 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5559973 | TREEMONT FARMS | |
| Registration Number: | 5559972 | FLAVOR FRESH | |
| Registration Number: | 5555786 | CAFÉ DELIGHT | |
| Registration Number: | 5555767 | CAFÉ DELIGHT | |
| Registration Number: | 5137109 | HOUSE BLEND | |
| Registration Number: | 5132784 | COFFEE SHOPPE | |
| Registration Number: | 5124285 | HEART SMART | |
| Registration Number: | 5124284 | BITS-O-BAC'N | |
| Registration Number: | 4118549 | BELLA MIGLIORE | |
| Registration Number: | 3150136 | COFFEE SHOPPE | |
| Registration Number: | 3037925 | SWEET NOTHIN' | |
| Registration Number: | 3089616 | CAFE' DELIGHT | |
| Registration Number: | 3061353 | HOUSE BLEND | |
| Registration Number: | 3056672 | HEART SMART | |
| Registration Number: | 2981728 | LITE DELITE | |
| Registration Number: | 2681224 | CHEF'S SEASONING | |
| Registration Number: | 3698908 | ULTRA | |
| Registration Number: | 2807346 | POCO PAC | |
| Registration Number: | 2689524 | BITS-O-BAC'N | |

CH \$765.00 5559973

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 2584719 | SINGLE SERV |
| Registration Number: | 2285621 | MARRAKESH EXPRESS |
| Registration Number: | 2168796 | GOLD'N NATURAL |
| Registration Number: | 2031749 | CHEF'S COMPANION |
| Registration Number: | 1976671 | SWEET THING |
| Registration Number: | 1906728 | GOLD 'N NATURAL |
| Registration Number: | 1658412 | SUGAR BOWL |
| Registration Number: | 1039460 | SWEET CRYSTALS |
| Registration Number: | 1438652 | CREAM WHITE |
| Registration Number: | 1279143 | SINGLE SERV |
| Registration Number: | 0881779 | PACKET BRAND |

CORRESPONDENCE DATA

Fax Number:

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: 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: | 18604965 |
| NAME OF SUBMITTER: | William R. Siegel |
| SIGNATURE: | /william r siegel/ |
| DATE SIGNED: | 12/14/2018 |

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2018 (this "Trademark Security Agreement"), is made by Diamond Crystal Brands, Inc., a Delaware corporation (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.

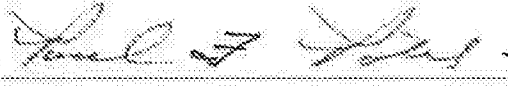
3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

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 NEW YORK 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.

DIAMOND CRYSTAL BRANDS, INC.

By: 

Name: Paul F. Patek

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006500 FRAME: 0717

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

[Trademarks and Trademark Applications]

| | Serial Number | Reg. Number | Word Mark | Current Owner |
|----|---------------|-------------|-------------------|------------------------------|
| 1 | 87764163 | 5559973 | TREEMONT FARMS | DIAMOND CRYSTAL BRANDS, INC. |
| 2 | 87764159 | 5559972 | FLAVOR FRESH | DIAMOND CRYSTAL BRANDS, INC. |
| 3 | 87814050 | 5555786 | CAFÉ DELIGHT | DIAMOND CRYSTAL BRANDS, INC. |
| 4 | 87811354 | 5555767 | CAFÉ DELIGHT | DIAMOND CRYSTAL BRANDS, INC. |
| 5 | 87079806 | 5137109 | HOUSE BLEND | DIAMOND CRYSTAL BRANDS, INC. |
| 6 | 87067611 | 5132784 | COFFEE SHOPPE | DIAMOND CRYSTAL BRANDS, INC. |
| 7 | 87079801 | 5124285 | HEART SMART | DIAMOND CRYSTAL BRANDS, INC. |
| 8 | 87079791 | 5124284 | BITS-O-BAC'N | DIAMOND CRYSTAL BRANDS, INC. |
| 9 | 85399273 | 4118549 | BELLA MIGLIORE | DIAMOND CRYSTAL BRANDS, INC. |
| 10 | 78511540 | 3150136 | COFFEE SHOPPE | DIAMOND CRYSTAL BRANDS, INC. |
| 11 | 78508459 | 3037925 | SWEET NOTHING | DIAMOND CRYSTAL BRANDS, INC. |
| 12 | 78510375 | 3089616 | CAFÉ DELIGHT | DIAMOND CRYSTAL BRANDS, INC. |
| 13 | 78512279 | 3061353 | HOUSE BLEND | DIAMOND CRYSTAL BRANDS, INC. |
| 14 | 78506727 | 3056673 | HEART SMART | DIAMOND CRYSTAL BRANDS, INC. |
| 15 | 78193448 | 2981728 | LITE DELITE | DIAMOND CRYSTAL BRANDS, INC. |
| 16 | 78097497 | 2681224 | CHEF'S SEASONING | DIAMOND CRYSTAL BRANDS, INC. |
| 17 | 77724167 | 3698908 | ULTRA | DIAMOND CRYSTAL BRANDS, INC. |
| 18 | 76449849 | 2807346 | POCO PAC | DIAMOND CRYSTAL BRANDS, INC. |
| 19 | 76240369 | 2689924 | BITS-O-BAC'N | DIAMOND CRYSTAL BRANDS, INC. |
| 20 | 76148999 | 2584719 | SINGLE SERV | DIAMOND CRYSTAL BRANDS, INC. |
| 21 | 75600014 | 2285621 | MARRAKESH EXPRESS | DIAMOND CRYSTAL BRANDS, INC. |
| 22 | 75020222 | 2168796 | GOLD'N NATURAL | DIAMOND CRYSTAL BRANDS, INC. |
| 23 | 74724633 | 2031749 | CHEF'S COMPANION | DIAMOND CRYSTAL BRANDS, INC. |
| 24 | 74691673 | 1976671 | SWEET THING | DIAMOND CRYSTAL BRANDS, INC. |
| 25 | 74451572 | 1906728 | GOLD 'N NATURAL | DIAMOND CRYSTAL BRANDS, INC. |
| 26 | 74105152 | 1658412 | SUGAR BOWL | DIAMOND CRYSTAL BRANDS, INC. |
| 27 | 73026877 | 1039460 | SWEET CRYSTALS | DIAMOND CRYSTAL BRANDS, INC. |
| 28 | 73003704 | 1038652 | CREAM WHITE | DIAMOND CRYSTAL BRANDS, INC. |
| 29 | 73408370 | 1279143 | SINGLE SERV | DIAMOND CRYSTAL BRANDS, INC. |
| 30 | 72299656 | 881779 | PACKET BRAND | DIAMOND CRYSTAL BRANDS, INC. |