

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morley Candy Makers, LLC		10/24/2018	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	87881760	P'NUTTIE DELIGHTS
Serial Number:	87881771	HONEYCOMB CHIPS
Registration Number:	5054439	NOT ALL CARAMEL IS CREATED EQUAL
Registration Number:	4898314	CHOCOLATE WORTH SHARING
Registration Number:	4898316	BUMPY CAKE FOR TWO OR MORE FOR YOU!
Registration Number:	4826383	BUMPY
Registration Number:	4930505	SANDERS
Registration Number:	4592807	THE UN-PRETZEL
Registration Number:	4676801	AMERICA'S ORIGINAL GOURMET DESSERT TOPPI
Registration Number:	4824778	SANDERS FINE CHOCOLATIER
Registration Number:	4732707	EAT.LIFE.BETTER
Registration Number:	4357978	PECAN-DY
Registration Number:	4131618	TITANS
Registration Number:	4251053	GRETZELS
Registration Number:	3919908	A TASTE OF MICHIGAN
Registration Number:	3959812	FROM SANDERS KITCHEN TO YOUR TABLE
Registration Number:	3895536	CHOCOLATE WORTH SHARING SANDERS FINE CHO
Registration Number:	2930253	MORLEY CANDY MAKERS
Registration Number:	2624510	CHOCOLATE EXCELLENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2624511	SNOCONUTS
Registration Number:	1931258	TORTIES
Registration Number:	0995956	SANDERS
Registration Number:	1012622	SANDERS

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: 3125778467
Email: rebecca.paul@kattenlaw.com
Correspondent Name: Rebecca A. Paul
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca A. Paul
SIGNATURE:	/Rebecca A. Paul/
DATE SIGNED:	10/24/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2018 is made by Morley Candy Makers, LLC, a Michigan limited liability company (the “Grantor”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the “Borrower”, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of March 31, 2017 in favor of the Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. **Grant of Security Interest in Trademark.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the exclusive grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. **Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflicts between any provisions of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. **Counterparts**. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. **Governing Law**. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MORLEY CANDY MAKERS, LLC, as Grantor

By: 

Name: Ernest L. Nicolay III

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By: 

Name: Zachary Duloc

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
P'NUTTIE DELIGHTS	87881760 04/18/2018	N/A	Pending	Morley Candy Makers, Inc.
HONEYCOMB CHIPS	87881771 04/18/2018	N/A	Pending	Morley Candy Makers, Inc.
NOT ALL CARAMEL IS CREATED EQUAL	86921919 02/26/2016	5054439 10/04/2016	Registered	Morley Candy Makers, Inc.
CHOCOLATE WORTH SHARING	86684587 07/06/2015	4898314 02/09/2016	Registered	Morley Candy Makers, Inc.
BUMPY CAKE FOR TWO OR MORE FOR YOU!	86684596 07/06/2015	4898316 02/09/2016	Registered	Morley Candy Makers, Inc.
BUMPY	86536819 02/17/2015	4826383 10/06/2015	Registered	Morley Candy Makers, Inc.
SANDERS	86537649 02/17/2015	4930505 04/05/2016	Registered	Morley Candy Makers, Inc.
THE UN-PRETZEL	86178058 01/28/2014	4592807 08/26/2014	Registered	Morley Candy Makers, Inc.
AMERICA'S ORIGINAL GOURMET DESSERT TOPPING	86178061 01/28/2014	4676801 01/20/2015	Registered	Morley Candy Makers, Inc.
SANDERS FINE CHOCOLATIER	86178070 01/28/2014	4824778 10/06/2015	Registered	Morley Candy Makers, Inc.
EAT.LIFE.BETTER	86178072 01/28/2014	4732707 05/05/2015	Registered	Morley Candy Makers, Inc.
PECAN-DY	85769097 01/11/2012	4357978 06/25/2013	Registered	Morley Candy Makers, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
TITANS	85404542 08/23/2011	4131618 04/24/2012	Registered	Morley Candy Makers, Inc.
GRETZELS	85404612 08/23/2011	4251053 11/27/2012	Registered	Morley Candy Makers, Inc.
A TASTE OF MICHIGAN	85107321 08/13/2010	3919908 02/15/2011	Registered	Morley Candy Makers, Inc.
FROM SANDERS KITCHEN TO YOUR TABLE	85073635 06/29/2010	3959812 05/10/2011	Registered	Morley Candy Makers, Inc.
CHOCOLATE WORTH SHARING SANDERS FINE CHOCOLATIERS SINCE 1875	77980740 08/04/2009	3895536 12/21/2010	Registered	Morley Candy Makers, Inc.
MORLEY CANDY MAKERS	76548654 09/16/2003	2930253 03/08/2005	Registered	Morley Candy Makers, Inc.
CHOCOLATE EXCELLENCE	76303463 08/22/2001	2624510 09/24/2002	Registered	Morley Candy Makers, Inc.
SNOCONUTS	76303464 08/22/2001	2624511 09/24/2002	Registered	Morley Candy Makers, Inc.
TORTIES	74576649 09/22/1994	1931258 10/31/1995	Registered	Morley Candy Makers, Inc.
SANDERS	72450644 03/06/1973	0995956 10/15/1974	Registered	Morley Candy Makers, Inc.
SANDERS	72450645 03/06/1973	1012622 06/03/1975	Registered	Morley Candy Makers, Inc.