

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alfred Nickles Bakery, Inc.		03/28/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MidCap Business Credit LLC		
Street Address:	433 South Main Street		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5468114	DONUT FAIR	
Registration Number:	5064282	NICKLES	
Registration Number:	5064281	NICKLES	
Registration Number:	5048661	TOASTMASTER	
Registration Number:	5048574	NICKLES	
CORRESPONDENCE DATA			
Fax Number:	6177422355		
<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:	6177424200		
Email:	trademark@riw.com		
Correspondent Name:	Stacey C. Friends, Esq.		
Address Line 1:	255 State Street, 7th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	09729-107		
NAME OF SUBMITTER:	Stacey C. Friends		
SIGNATURE:	/Stacey C. Friends/		
DATE SIGNED:	04/03/2019		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of March 28, 2019, by and between Alfred Nickles Bakery, Inc., an Ohio corporation having its principal place of business at 26 Main Street North, Navarre, Ohio 44662 (the "**Borrower**"), and MidCap Business Credit LLC, in its capacity as Agent for the Lenders pursuant to and as those terms are defined in the Credit and Security Agreement (as defined below), with a usual place of business at 433 South Main Street, West Hartford, Connecticut 06110 ("**Agent**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Agent on behalf of the Lenders, as follows:

1. Grant of Security Interest. Borrower hereby grants to Agent on behalf of the Lenders, including, without limitation, the Fronting Lender, a first priority security interest in, and conditionally assigns, but does not transfer title to Agent on behalf of the Lenders, including, without limitation, the Fronting Lender, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Agent and the Lenders, whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Agent and the Lenders, including, without limitation, the Fronting Lender, pursuant to a certain Credit and Security Agreement of even date by and among the Borrower, NB Trucking, Inc., as Guarantor, the various Lenders, (including the Fronting Lender) parties thereto and the Agent, in its capacity as Collateral Agent and Administrative Agent for the Lenders, as the same may be amended, restated or otherwise modified (the "**Credit Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of the Agent and the Lenders for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Agent and the Lenders, the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) To the actual knowledge of Borrower, each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) To the actual knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Secretary of State of Ohio under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Agent on behalf of the Lenders of its rights hereunder to the Collateral in the United States.

3. After-Acquired Trademark Rights. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or

extension of any trademark registration. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Agent and Lenders any information with respect thereto requested by Agent or any Lender. Agent shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

5. Power of Attorney. Upon an Event of Default, Borrower grants Agent on behalf of the Lenders (including the Fronting Lender) a power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Agent's discretion to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Credit Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Agent to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. Right to Inspect. Subject to the terms of the Credit Agreement on inspections, Borrower grants to Agent and the Lenders and their respective employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. Events of Default. Any of the following events shall be an Event of Default:

(a) Borrower fails to make any payment of principal or interest or any other payment on any Obligation when due and payable (except as otherwise set forth in the Credit Agreement), by acceleration or otherwise; and

(b) the occurrence and continuance of an Event of Default as that term is defined in the Credit Agreement.

9. Specific Remedies. Upon the occurrence of any Event of Default:

(a) Agent may cease advancing money or extending credit to or for the benefit of Borrower under the Credit Agreement or under any other agreement between Borrower and the Agent or the Lenders. The Fronting Lender may cease to arrange for the issuance of Letters of Credit.

(b) Agent and the Lenders may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Agent may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Agent or any Lenders, including amounts represented by certificates of deposit;

(d) Agent may notify licensees to make royalty payments on license agreements directly to Agent for the benefit of the Lenders;

(e) Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

(f) If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Agent on behalf of the Lenders may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Agent at such sale.

(h) In the event of any inconsistencies between the terms of this Agreement and the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Borrower and Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ALFRED NICKLES BAKERY, INC. (Borrower)

By: [Signature]
Mark T. Sponseller
Senior Vice President-Finance, Treasurer
and Secretary

MIDCAP BUSINESS CREDIT LLC
(As Agent, Lender and Fronting Lender)

By: _____
Steven A. Samson, President

STATE OF OHIO

04th, 2019 ss.

On this 20th day of March, 2019, before me, the undersigned notary public, personally appeared Mark T. Sponseller, as Senior Vice President-Finance, Treasurer and Secretary of Alfred Nickles Bakery, Inc., proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the State of Ohio bearing the photographic image of the face and signature of Mark T. Sponseller, and acknowledged to me that he signed it voluntarily for its stated purpose.



JOHN M. TUCKER
ATTORNEY-AT-LAW
NOTARY PUBLIC - STATE OF OHIO
LIFETIME COMMISSION

[Signature]
Notary Public:
My commission expires:

STATE OF CONNECTICUT

_____, _____ ss.

On this _____ day of March, 2019, before me, the undersigned notary public, personally appeared Steven A. Samson, as President of MidCap Business Credit LLC, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the _____ bearing the photographic image of the face and signature of Steven A. Samson, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My commission expires:

[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TO A TRADEMARK SECURITY AGREEMENT
BETWEEN
ALFRED NICKLES BAKERY, INC. (BORROWER)
AND
MIDCAP BUSINESS CREDIT LLC (AGENT FOR THE LENDERS)
DATED: March 28, 2019**

REGISTERED TRADEMARKS (USA)

Trademark	Registration No.	Issue Date
DONUT FAIR	5468114	May 15, 2018
NICKLES design	5064282	October 18, 2016
NICKLES design	5064281	October 18, 2016
TOASTMASTER	5048661	September 27, 2016
NICKLES	5048574	September 27, 2016

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