

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINK SNACKS, INC.		05/06/2020	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5400705	GIJ GOLDEN ISLAND	
Registration Number:	2994813	GOLDEN ISLAND	
Registration Number:	4506418	GOLDEN ISLAND	
Registration Number:	4506419	GOLDEN ISLAND	
Registration Number:	5585728	GOLDEN ISLAND	
Serial Number:	88305295	REAL SNACK SOLUTIONS LORISSA'S KITCHEN	
Serial Number:	88297607	REAL SNACK SOLUTIONS LORISSA'S KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	05/13/2020		

CH \$190.00 5400705

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 6, 2020 by and from **LINK SNACKS, INC.**, a Wisconsin corporation (the "Grantor"), to and in favor of **JPMORGAN CHASE BANK, N.A.** (the "Grantee"), as Collateral Agent for the Creditors (as defined in the Intercreditor Agreement referenced below).

WHEREAS, JLBJ Holdings, Inc. ("Holdings"), the Grantor, as borrower, JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), and the institutions from time to time parties thereto as lenders (the "Lenders") are parties to that certain Second Amended and Restated Credit Agreement, dated as of March 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantee has been appointed Collateral Agent (the "Collateral Agent") pursuant to that certain Amended and Restated Intercreditor and Collateral Agency Agreement, dated as of March 31, 2014, by and among the Administrative Agent (on its behalf and on behalf of the Lenders), the Grantee, in its capacity as Collateral Agent, and each of the "Noteholders" party thereto (which amends and restates the previous intercreditor to which the foregoing parties are subject, and as such agreement may be further amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, Holdings, the Grantor, the Collateral Agent and certain other Loan Parties have previously entered into that certain Third Amended and Restated Pledge and Security Agreement, dated as of March 31, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Holdings, the Grantor, the Guarantors party thereto, Prudential Investment Management, Inc., the Existing Holders named in the Purchaser Schedule attached thereto, the Series C Note Purchasers named in the Purchaser Schedule attached thereto and each Prudential Affiliate which becomes a party thereto from time to time are parties to that certain Amended and Restated Note Purchase and Private Shelf Agreement, dated as of March 31, 2014 (as may the same may be amended, restated, supplemented or otherwise modified from time to time the "Note Purchase Agreement"; together with the Credit Agreement and the agreements, documents and instruments delivered in connection with any or all of the foregoing (as each may be amended, restated, supplemented or otherwise modified from time to time), the "Senior Indebtedness Documents");

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Senior Indebtedness

Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations; (ii) all of the obligations and liabilities of the Loan Party Guarantors under the Loan Party Guaranty; and (iii) all of the obligations and liabilities of the guarantors under that certain Amended and Restated Guaranty dated as of March 31, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time) in favor of the holders of the notes issued pursuant to the Note Purchase Agreement from time to time. Upon the payment in full of all Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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 page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

LINK SNACKS, INC.

By: 

Name: Steve Fray

Title: Executive Vice President

Signature Page to
Confirmatory Grant of Security Interest (Trademarks)

TRADEMARK

REEL: 006937 FRAME: 0878

CONFIRMATORY GRANT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A – SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	APP. DATE	REG. NO.	REG. DATE
GIJ GOLDEN ISLAND	87525456	12-Jul-17	5400705	13-Feb-18
GOLDEN ISLAND	78433505	10-Jun-04	2994813	13-Sep-05
GOLDEN ISLAND	85717418	30-Aug-12	4506418	01-Apr-14
GOLDEN ISLAND	85717453	30-Aug-12	4506419	01-Apr-14
GOLDEN ISLAND	87834069	14-Mar-18	5585728	16-Oct-18
REAL SNACK SOLUTIONS LORISSA'S KITCHEN & DESIGN	88305295	18-Feb-19		
REAL SNACK SOLUTIONS LORISSA'S KITCHEN & DESIGN	88297607	12-Feb-19		