

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM613562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flagstone Foods LLC		12/10/2020	Limited Liability Company: DELAWARE
Nutcracker Brands LLC		12/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	100 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5055568	AFTERNOON SNACK BLEND	
Registration Number:	767951	AMPORT	
Registration Number:	4681899	AMPORT FOODS	
Registration Number:	3031534	AMPORT FOODS	
Registration Number:	3367142	ANN'S HOUSE	
Registration Number:	1743379	ANN'S HOUSE OF NUTS	
Registration Number:	5161771	CLIMBER'S TRAIL MIX	
Registration Number:	4320428	FLAGSTONE FOODS	
Registration Number:	5445041	FEED YOUR HAPPY PLACE	
Registration Number:	4223216	FLAGSTONE FOODS	
Registration Number:	5129600	GOODFIELDS	
Registration Number:	1834185	NATURE'S HARVEST	
Registration Number:	5078889	RIDE THE WAVE BLEND	
Registration Number:	2827900	ULTRA BERRY	
Registration Number:	2788966		
Registration Number:	1927887		
Registration Number:	658838	ALL AMERICAN	

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Property Type	Number	Word Mark
Registration Number:	1359462	FLAVOR HOUSE
Registration Number:	1342973	HOODY'S
Registration Number:	2440575	HOUSE OF ALMONDS SAN JOAQUIN VALLEY, CAL
Registration Number:	1766034	NUTCRACKER
Registration Number:	3810260	SHANGHAI SENSATION
Registration Number:	1320971	SOUTHERN ROASTED NUTS
Registration Number:	1348344	
Registration Number:	1936987	THE ORIGINAL NUT HOUSE
Serial Number:	87062552	FEED YOUR HAPPY PLACE
Serial Number:	88448552	ORANGE VANILLA DELIGHT
Serial Number:	88466430	GOODFIELDS
Serial Number:	88772684	
Serial Number:	88772697	
Serial Number:	88770411	
Serial Number:	88770421	

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Ted.mulligan@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Jessica Hildebrandt
<b>SIGNATURE:</b>	/Jessica Hildebrandt/
<b>DATE SIGNED:</b>	12/10/2020

#### Total Attachments: 15

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10<sup>th</sup> day of December, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 10, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **WIZARDS NUTS LLC (d/b/a FLAGSTONE FOODS)**, a Delaware limited liability company, as lead borrower for the Borrowers referenced below (in such capacity, together with its successors and assigns in such capacity, "Lead Borrower"), **FLAGSTONE FOODS LLC**, a Delaware limited liability company ("Flagstone"), **NUTCRACKER BRANDS LLC**, a Delaware limited liability company ("Nutcracker" and, together with Lead Borrower, Flagstone any other party that becomes a Borrower thereunder, each individually, a "Borrower" and collectively, "Borrowers"), any party that becomes a Guarantor thereunder, individually (a "Guarantor" and collectively, "Guarantors"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 10, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any Excluded Collateral.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration promptly, but in any event not later than the date a Compliance Certificate is required to be delivered by Grantors to Agent pursuant to the

Credit Agreement for the month ending immediately after any new trademarks are obtained are obtained or of any renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

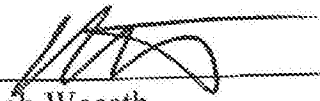
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

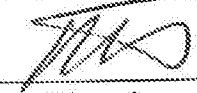
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**FLAGSTONE FOODS LLC**

By:   
Name: Rob Woseth  
Title: Chief Financial Officer

**NUTCRACKER BRANDS LLC**

By:   
Name: Rob Woseth  
Title: Chief Financial Officer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association


By: **Peter Shin** Digitally signed by Peter Shin  
Date: 2020.12.05 12:05:19  
-08'00'  
Name: Peter Shin  
Title: Authorized Signatory









SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT


Trademark Registrations and Applications

Mark	Country	App. No. / Reg. No.	Status/Status Date	Owner Information
<u>AFTERNOON SNACK BLEND</u>	US	RN: 5055568 SN: 86636681	Registered October 4, 2016	Flagstone Foods LLC
<u>AMPORT</u>	US	RN: 767951 SN: 72175091	Renewed April 7, 2014	Flagstone Foods LLC
<u>AMPORT FOODS and Design</u>	US	RN: 4681899 SN: 86324905	Registered February 3, 2015	Flagstone Foods LLC
				
<u>AMPORT FOODS</u>	US	RN: 3031534 SN: 78402591	Renewed December 20, 2015	Flagstone Foods LLC
<u>ANN'S HOUSE</u>	US	RN: 3367142 SN: 78923279	Renewed January 8, 2018	Flagstone Foods LLC
<u>ANN'S HOUSE OF NUTS</u>	US	RN: 1743379 SN: 74207510	Renewed December 29, 2012	Flagstone Foods LLC
<u>CLIMBER'S TRAIL MIX</u>	US	RN: 5161771 SN: 86636691	Registered March 14, 2017	Flagstone Foods LLC

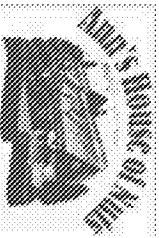
<u>FLAGSTONE FOODS and Design</u> 	US	RN: 4320428 SN: 85695414	Maintained May 8, 2018	Flagstone Foods LLC
<u>FEED YOUR HAPPY PLACE</u>	US	SN: 87062552	Allowed. Second extension to file a Statement of Use granted on April 20, 2020.	Flagstone Foods LLC
<u>FEED YOUR HAPPY PLACE</u>	US	RN: 5445041 SN: 87522002	Registered April 10, 2018	Flagstone Foods LLC
<u>FLAGSTONE FOODS</u>	US	RN: 4223216 SN: 85457462	Maintained February 6, 2018	Flagstone Foods LLC
<u>GOODFIELDS</u>	US	RN: 5129600 SN: 86549915	Registered January 24, 2017	Flagstone Foods LLC
<u>NATURE'S HARVEST</u>	US	RN: 1834185 SN: 74281368	Renewed May 3, 2014	Flagstone Foods LLC
<u>RIDE THE WAVE BLEND</u>	US	RN: 5078889 SN: 86636655	Registered November 8, 2016	Flagstone Foods LLC
<u>ULTRA BERRY</u>	US	RN: 2827900 SN: 78204700	Renewed March 30, 2014	Flagstone Foods LLC

<u>Design Only</u> 	US	RN: 2788966 SN: 78204706	Renewed December 2, 2013	Flagstone Foods LLC
<u>Design Only</u> 	US	RN: 1927887 SN: 74580765	Renewed October 17, 2015	Flagstone Foods LLC
<u>ORANGE VANILLA DELIGHT</u>	US	SN: 88448552	Allowed. First extension to file a Statement of Use granted on October 8, 2020	Flagstone Foods LLC
<u>GOODEIELDS</u>	US	SN: 88466430	Allowed. Second extension to file a Statement of Use granted on November 4, 2020	Flagstone Foods LLC
	US	SN: 88772684	Allowed on July 28, 2020	Flagstone Foods, Inc.
	US	SN: 88772697	Allowed on July 28, 2020	Flagstone Foods, Inc.
	US	SN: 88770411	Allowed on July 28, 2020	Flagstone Foods, Inc.

	US	SN: 88770421	Allowed on July 28, 2020	Flagstone Foods, Inc.
<u>ALL AMERICAN (Stylized)</u>	US	RN: 658838 SN: 71692692	Renewed February 25, 2018	Nutcracker Brands LLC
<u>FLAVOR HOUSE</u>	US	RN: 1359462 SN: 73525006	Renewed December 10, 2014	Nutcracker Brands LLC
<u>HOODY'S</u>	US	RN: 1342973 SN: 73512634	Renewed June 18, 2015	Nutcracker Brands LLC
<u>HOUSE OF ALMONDS SAN</u> <u>JOAQUIN VALLEY,</u> <u>CALIFORNIA</u> and Design	US	RN: 2440575 SN: 75874774	Renewed April 3, 2011	Nutcracker Brands LLC
				
<u>NUTCRACKER and Design</u>	US	RN: 1766034 SN: 74111480	Renewed April 20, 2013	Nutcracker Brands LLC
<u>Nutcracker</u>				

<u>SHANGHAI SENSATION</u>	US	RN: 3810260 SN: 77865168	Maintained September 24, 2015	Nutcracker Brands LLC
<u>SOUTHERN ROASTED NUTS</u>	US	RN: 1320971 SN: 73400544	Renewed February 19, 2015	Nutcracker Brands LLC
<u>Design Only</u>	US	RN: 1348344 SN: 73512965	Renewed July 9, 2015	Nutcracker Brands LLC
				
<u>THE ORIGINAL NUT HOUSE</u>	US	RN: 1936987 SN: 74594153	Renewed August 4, 2016	Nutcracker Brands LLC

Mark	Country	App. No. / Reg. No.	Status/Status Date	Owner Information
<u>ANN'S HOUSE</u>	Canada	RN: TMA819896 AN: 1522472	Registered March 14, 2012	Flagstone Foods Inc.
<u>NATURE'S HARVEST</u>	Canada	RN: TMA828401 AN: 1499849	Registered July 20, 2012	Flagstone Foods Inc.
<u>ANN'S HOUSE</u>	Mexico	RN: 1236861 AN: M1171402	Registered September 6, 2011	Flagstone Foods, Inc.

<u>ANN'S HOUSE</u>	Mexico	RN: 1238509 AN: 0119851171404	Registered September 20, 2011	Flagstone Foods, Inc.
<u>NATURE'S HARVEST</u>	Mexico	RN: 1237126 AN: 0119851128671	Registered September 7, 2011	Flagstone Foods, Inc.
<u>NATURE'S HARVEST</u>	Mexico	RN: 1237127 AN: 0119851128672	Registered September 7, 2011	Flagstone Foods, Inc.
<u>ANN'S HOUSE</u>	WIPO	RN: 1074973	Registered April 5, 2011	Flagstone Foods, Inc.
<u>NATURE'S HARVEST</u>	WIPO	RN: 1056719	Registered October 19, 2010	Flagstone Foods, Inc.
<u>Ann's House of Nuts and Design</u>	UK	RN: 2292255 AN: 2292255	Renewed February 8, 2012	Flagstone Foods, Inc.
				
<u>ANN'S HOUSE</u>	Taiwan	RN: 01610684 AN: 102018578	Registered November 16, 2013	Flagstone Foods, Inc.

<u>HOODY'S</u>	Canada	RN: TMA1002625 AN: 1819740	Registered August 13, 2018	Nutcracker Brands Inc.
<u>HOODY'S</u>	China	RN: 22574207 AN: 22574207	Registered February 14, 2018	Nutcracker Brands Inc.

Material Unregistered Trademarks  
None.

Trade Names  
None.

Common Law Trademarks  
None.

Trademarks Not Currently In Use  
None.

Trademark Licenses  
None.