

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShipleY Do-Nut and Supply Co LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Administrative Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	0873149	SHIPLEY	
Registration Number:	0873148	SHIPLEY DO-NUTS	
Registration Number:	0873147	SHIPLEY	
Registration Number:	0873993	THE GREATEST NAME IN DO-NUTS	
Registration Number:	3321574	MAKE LIFE DELICIOUS	
Registration Number:	4343430	THE MOST DELICIOUS GIFT CARD EVER!	
Registration Number:	4658625	KOLACHE POPPERS	
Registration Number:	4890523	THE SWEETEST FUN RUN IN TOWN	
Registration Number:	4989706	DO-NUTS DASH	
Registration Number:	5098617	SHIPLEY DO-NUTS	
Registration Number:	5098616	SHIPLEY DO-NUTS	
Registration Number:	5112154	SHIPLEY	
Registration Number:	5112153	SHIPLEY	
Registration Number:	5153752	SHIPLEY DO-NUTS	
Serial Number:	88916652	SHIPLEY BOLD	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034
Email: oscar.ruiz@katten.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-00297
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/30/2020

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of December, 2020, by Shipley Do-Nut and Supply Co LLC ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of December 30, 2020 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of December 30, 2020 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations (as defined in the Credit Agreement);

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such term. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

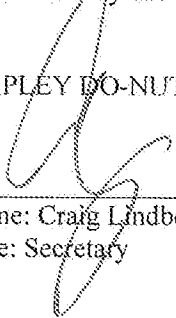
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

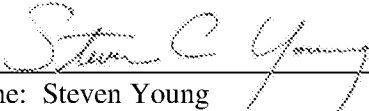
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SHIPLEY DO-NUT FLOUR AND SUPPLY CO LLC

By: 
Name: Craig Lindberg
Title: Secretary



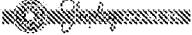



Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Administrative Agent

By:  _____
Name: Steven Young
Title: Vice President

SCHEDULE 1

U.S. Trademark Registrations and Applications:

Mark	Serial No.	Reg. No.	Filing Date	Reg. Date	Current Owner of Record
SHIPLEY and Design 	72290339	0873149	02-05-1968	07-15-1969	Shingley Do-Nut and Supply Co LLC
SHIPLEY DO-NUTS and Design 	72290338	0873148	02-05-1968	07-15-1969	Shingley Do-Nut and Supply Co LLC
SHIPLEY	72290337	0873147	02-05-1968	07-15-1969	Shingley Do-Nut and Supply Co LLC
THE GREATEST NAME IN DO-NUTS	72278612	0873993	08-18-1967	07-29-1969	Shingley Do-Nut and Supply Co LLC
MAKE LIFE DELICIOUS	78875900	3321574	05-03-2006	10-23-2007	Shingley Do-Nut and Supply Co LLC
THE MOST DELICIOUS GIFT CARD EVER!	85529466	4343430	01-31-2012	05-28-2013	Shingley Do-Nut and Supply Co LLC
KOLACHE POPPERS	86168716	4658625	01-17-2014	12-23-2014	Shingley Do-Nut and Supply Co LLC
THE SWEETEST FUN RUN IN TOWN	86551379	4890523	03-03-2015	01-19-2016	Shingley Do-Nut and Supply Co LLC
DO-NUTS DASH	86562552	4989706	03-12-2015	06-28-2016	Shingley Do-Nut and Supply Co LLC
SHIPLEY DO-NUTS and Design 	86803831	5098617	10-29-2015	12-13-2016	Shingley Do-Nut and Supply Co LLC
SHIPLEY DO-NUTS and Design 	86803819	5098616	10-29-2015	12-13-2016	Shingley Do-Nut and Supply Co LLC
SHIPLEY	86803851	5112154	10-29-2015	01-03-2017	Shingley Do-Nut and Supply Co LLC
SHIPLEY (Stylized) 	86803843	5112153	10-29-2015	01-03-2017	Shingley Do-Nut and Supply Co LLC
SHIPLEY DO-NUTS and Design 	86803835	5153752	10-29-2015	03-07-2017	Shingley Do-Nut and Supply Co LLC
SHIPLEY BOLD	88916652	--	05-14-2020	--	Shingley Do-Nut and Supply Co LLC