

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Savor Street Foods, Inc.		12/16/2020	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLUE HIGHWAY GROWTH CAPITAL FUND, L.P.		
<b>Street Address:</b>	1500 Market Street, East Tower, 18th Floor		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1617810	CHOCZELS	
<b>Registration Number:</b>	1318411	CHOCZELS	
<b>Registration Number:</b>	1643781	TOAD-ALLY SNAX	
<b>Registration Number:</b>	3609818	TRIPLE PLAY	
<b>Registration Number:</b>	4022354	POPCORN PLUS	
<b>Registration Number:</b>	5383132	KANGA ROOS	
<b>Registration Number:</b>	5555958	KANGAROOS	
<b>Registration Number:</b>	4820435	HANKY PANKY	
<b>Registration Number:</b>	5514616	TOTALLY FREE	
<b>Registration Number:</b>	4582970	SWEET & FANCY	
<b>Registration Number:</b>	3946071	SUPERMINI'S	
<b>Registration Number:</b>	3160925	HANKY PANKY	
<b>Registration Number:</b>	3172528	SWEET & FANCY	
<b>Registration Number:</b>	4478815	Q CURLS	
<b>Registration Number:</b>	4486435	SAVOR STREET FOODS TASTE & ENJOY	
<b>Registration Number:</b>	4855766	SAVOR STREET	
<b>Registration Number:</b>	4495461	SAVOR STREET FOODS	
<b>Registration Number:</b>	5120153	SAVOR STREET CREATIVELY BAKING ARTISAN S	
<b>Registration Number:</b>	4607174	IT'S A NO GRAINER	

CH \$515.00 1617810

Property Type	Number	Word Mark
Registration Number:	6035137	IT'S A NO GRAINER

**CORRESPONDENCE DATA**

**Fax Number:** 2156894688

*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:** 2159814194

**Email:** paul.kennedy@troutman.com, theresa.catalano@troutman.com

**Correspondent Name:** Paul J. Kennedy

**Address Line 1:** 3000 Two Logan Square

**Address Line 2:** Eighteenth and Arch Streets

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-2799

<b>ATTORNEY DOCKET NUMBER:</b>	257958.1-Savor Street
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy
<b>SIGNATURE:</b>	/Paul J. Kennedy/
<b>DATE SIGNED:</b>	12/23/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of December 16, 2020 is made by **SAVOR STREET FOODS, INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania (the “Grantor”), in favor of **BLUE HIGHWAY GROWTH CAPITAL FUND, L.P.** (the “Grantee”).

### W I T N E S S E T H:

**WHEREAS**, Grantor and Grantee are parties to that certain Loan and Security Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Grantee has made a certain Loan and other financial accommodations available to the Grantor;

**WHEREAS**, pursuant to the Loan Agreement, the Grantor pledged and granted to the Grantee a continuing security interest in all General Intangibles owned by the Grantor, including any trademarks; and

**WHEREAS**, Grantor has duly authorized the execution, delivery and performance of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Grantee to enter into the Loan Agreement, Grantor agrees as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Grantee, Grantor does hereby mortgage, pledge and hypothecate to Grantee, and grant to Grantee for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Grantor (the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in

use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Schedule A attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in Section 2(a), immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, Section 2(a) and Section 2(b), above;

(d) all trademark licenses, including each trademark license referred to in Schedule A attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Grantor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Schedule A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Schedule A attached hereto, and all rights corresponding thereto throughout the world.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests and rights, powers, remedies and privileges granted to Grantee hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Grantee for its benefit under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Grantee thereunder) shall remain in full force and effect in accordance with their terms notwithstanding Grantor's execution, delivery or performance of this Agreement. Grantor acknowledges and agrees that Trademark Collateral securing any purchase money security interest in favor of Grantor also secures all non-purchase money security interests in favor of Grantee.

4. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Grantee in accordance with the terms of the Loan Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Grantee unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

5. Applicable Law. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE SET FORTH IN SECTION 11.20 OF THE LOAN AGREEMENT AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 11.12 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference

herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

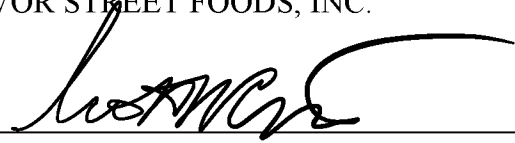
7. Counterparts. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GRANTOR:**

SAVOR STREET FOODS, INC.

By: 

Name: Scott R. Carpenter

Title: President and Chief Executive Officer

**GRANTEE:**

BLUE HIGHWAY GROWTH CAPITAL FUND, L.P.

By: Blue Highway Capital Partners, LLC, its General Partner

By: \_\_\_\_\_

Name: Christine C. Jones

Title: Managing Member

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GRANTOR:**

SAVOR STREET FOODS, INC.

By: \_\_\_\_\_

Name: Scott R. Carpenter

Title: President and Chief Executive Officer

**GRANTEE:**

BLUE HIGHWAY GROWTH CAPITAL FUND, L.P.

By: Blue Highway Capital Partners, LLC, its General Partner

By: *Christine C. Jones*

Name: Christine C. Jones



Title: Managing Member

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

**REEL: 007145 FRAME: 0361**

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Registration No</b>	<b>Serial No.</b>	<b>Owner</b>
CHOCZELS (word)	1617810	74018937	Savor Street Foods, Inc.
CHOCZELS & design	1318411	73407444	Savor Street Foods, Inc.
TOAD-ALLY SNAX	1643781	74028812	Savor Street Foods, Inc.
TRIPLE PLAY	3609818	77367576	Savor Street Foods, Inc.
POPCORN PLUS & design	4022354	85231174	Savor Street Foods, Inc.
KANGA ROOS	5383132	86513931	Savor Street Foods, Inc.
KANGAROOS	5555958	86052215	Savor Street Foods, Inc.
HANKY PANKY	4820435	86000998	Savor Street Foods, Inc.
TOTALLY FREE	5514616	87259477	Savor Street Foods, Inc.
SWEET & FANCY	4582970	86000983	Savor Street Foods, Inc.
SUPERMINI'S	3946071	85002021	Savor Street Foods, Inc.
HANKY PANKY	3160925	78679322	Savor Street Foods, Inc.
SWEET & FANCY	3172528	78679648	Savor Street Foods, Inc.
Q CURLS (word only)	4478815	85/738603	Savor Street Foods, Inc.
SAVOR STREET FOODS TASTE ENJOY 	4486435	85/980591	Savor Street Foods, Inc.
SAVOR STREET (word only)	4855766	85/625162	Savor Street Foods, Inc.
SAVOR STREET FOODS	4495461	85/641917	Savor Street Foods, Inc.
SAVOR STREET CREATIVELY BAKING ARTISAN SNACKS SINCE 1884 	5120153	86/598969	Savor Street Foods, Inc.
IT'S A NO GRAINER	4607174	86/087349	Savor Street Foods, Inc.
IT'S A NO GRAINER	6035137	88/345911	Savor Street Foods, Inc.