

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625505

<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>
Alfred Nickles Bakery, Inc.		12/16/2020	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5064282	NICKLES	
<b>Registration Number:</b>	5064281	NICKLES	
<b>Registration Number:</b>	5048574	NICKLES	
<b>Registration Number:</b>	5048661	TOASTMASTER	
<b>Registration Number:</b>	5468114	DONUT FAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888292819		
<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>			
<b>Phone:</b>	3122883548		
<b>Email:</b>	michele.nolan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle Street		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60448		
<b>NAME OF SUBMITTER:</b>	Melanie A. Fagan		
<b>SIGNATURE:</b>	/Melanie A. Fagan/		
<b>DATE SIGNED:</b>	02/09/2021		
<b>Total Attachments: 6</b>			

OP \$140.00 5064282

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TRADEMARK COLLATERAL AGREEMENT

This 16th day of December, 2020, ALFRED NICKLES BAKERY, INC., an Ohio corporation (“*Debtor*”) with its principal place of business and mailing address at 26 Main Street North, Navarre, OH 44662 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as defined in the Security Agreement referred to below (BMO Harris and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*Bank*”), and grants to Bank a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of any claim by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Bank, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Nothing in this Trademark Collateral Agreement shall operate as a sale, transfer, conveyance or other assignment to Agent of the ownership of any of the properties identified on Schedule A hereto, unless and until such sale, transfer, conveyance or other assignment occurs under the terms of the Security Agreement or by operation of law.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use*”).

*Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Bank.

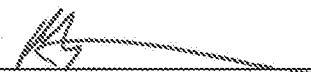
Debtor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALFRED NICKLES BAKERY, INC.

By:   
Name: Mark T. Sponseller  
Title: SVP-Finance, Treasurer & Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Bank

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALFRED NICKLES BAKERY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Bank

By  \_\_\_\_\_  
Name: Betzaida Erdelyi  
Its: Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. TRADEMARKS NUMBERS  
AND PENDING U.S. TRADEMARK APPLICATION NUMBERS**

<b>Loan Party</b>	<b>Country of Registration or Application</b>	<b>Description</b>	<b>Application/ Trademark Number</b>	<b>Application / Registration Date</b>
Alfred Nickles Bakery, Inc.	USA	Nickles	5,064,282	10/18/2016
Alfred Nickles Bakery, Inc.	USA	Nickles	5,064,281	10/18/2016
Alfred Nickles Bakery, Inc.	USA	Nickles	5,048,574	9/27/2016
Alfred Nickles Bakery, Inc.	USA	Toastmaster	5,048,661	9/27/2016
Alfred Nickles Bakery, Inc.	USA	Donut Fair	5,468,114	5/15/2018