

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENBRA IP HOLDINGS, LLC		05/14/2021	Limited Liability Company: NEVADA
TIGER TOWN CAKES, L.L.C.		05/14/2021	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3839009	BUNDTINI	
Registration Number:	3526479		
Registration Number:	2697008	NOTHING BUNDT CAKES	
Registration Number:	4579284	NOTHING BUNDT CAKES	
Registration Number:	4579282	NOTHING BUNDT CAKES	
Registration Number:	3309781	NOTHING BUNDT CAKES	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	24080.515006 NBC		

OP \$165.00 3839009

NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	05/14/2021
Total Attachments: 7 source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page1.tif source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page2.tif source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page3.tif source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page4.tif source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page5.tif source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page6.tif source=05 - Project Cowboy - Trademark Security Agreement [Executed]#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 14, 2021, between DENBRA IP HOLDINGS, LLC, a Nevada limited liability company (“**Denbra**”), TIGER TOWN CAKES, L.L.C. (“**Tiger**” and together with Denbra, collectively, the “**Grantors**” and each, individually, a “**Grantor**”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, the Grantors own, or in the case of licenses are a party to, the Trademark Collateral (as defined below);

WHEREAS, NBC Intermediate, LLC (the “**Borrower**”), NBC Guarantor, LLC (“**Holdings**”), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of May 14, 2021 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of May 14, 2021 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Grantors party thereto and Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has secured certain of its obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of each Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, each Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of each Grantor’s right, title and interest in, to and under 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 acquired or arising:

each Trademark owned by each Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantors (including, without limitation, any Trademark listed on Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

DENBRA IP HOLDINGS, LLC, as Grantor

By: *Kyle Smith*
Name: Kyle Smith
Title: Chief Executive Officer and
President

TIGER TOWN CAKES, L.L.C., as Grantor

By: *Kyle Smith*
Name: Kyle Smith
Title: Chief Executive Officer and
President

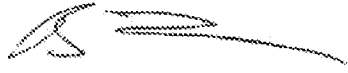
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007293 FRAME: 0843

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By:

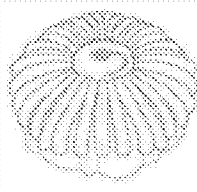





Name: Benjamin Fernandez
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007293 FRAME: 0844

**Schedule 1
to Trademark Security Agreement**

Country / Jurisdiction	Mark/Name/AN/RN	Status / Key Dates	Full Goods / Services	Owner Information
United States (Federal)	BUNDTINI RN: 3839009 SN: 77768790	Renewed, August 24, 2020 Int'l Class: 30 First Use: January 15, 2010 Filed: June 26, 2009 Registered: August 24, 2010 Last Renewal: August 24, 2020	Int'l Class: 30 (Int'l Class: 30) cakes	Denbra Ip Holdings, LLC (Nevada Limited Liability Company) C/O Mark Katz 8965 S. Eastern Ave., Suite 360 Las Vegas Nevada 89123
United States (Federal)	Design Only  RN: 3526479 SN: 77276926	Renewed Principal Register - Sec. 2(F), November 4, 2018 Int'l Class: 30 First Use: October 15, 1998 Filed: September 11, 2007 Registered: November 4, 2008 Last Renewal: November 4, 2018	Int'l Class: 30 (Int'l Class: 30) dessert food products, namely, cakes	Denbra Ip Holdings, LLC (Nevada Limited Liability Company) Suite 360 8965 S. Eastern Ave. Las Vegas Nevada 89123
United States (Federal)	NOTHING BUNDT CAKES RN: 2697008 SN: 76082188	Renewed, March 18, 2013 Int'l Class: 30,35 First Use: September 4, 1997 Filed: July 3, 2000 Registered: March 18, 2003 Last Renewal: March 18, 2013	Int'l Class: 30, 35 (Int'l Class: 30) dessert food products, namely cakes (Int'l Class: 35) retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods	Denbra Ip Holdings, LLC (Nevada Limited Liability Company) C/O Mark Katz 8965 S. Eastern Ave., Suite 360 Las Vegas Nevada 89123
United States (Federal)	NOTHING BUNDT CAKES and Design	Registered 8 & 15, September 14, 2019 Int'l Class: 35 First Use: March 31, 2011 Filed: November 27, 2013	Int'l Class: 35 (Int'l Class: 35) retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting	Denbra Ip Holdings, LLC (Nevada Limited Liability Company) Suite 360 8965 S. Eastern Ave. Las Vegas Nevada 89123

Country / Jurisdiction	Mark/Name/AN/RN	Status / Key Dates	Full Goods / Services	Owner Information
	 RN: 4579284 SN: 86131310	Registered: August 5, 2014	primarily of baked goods	
United States (Federal)	NOTHING BUNDT CAKES and Design  RN: 4579282 SN: 86131298	Registered 8 & 15, September 14, 2019 Int'l Class: 35 First Use: March 31, 2011 Filed: November 27, 2013 Registered: August 5, 2014	Int'l Class: 35 (Int'l Class: 35) retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods	Denbra Ip Holdings, LLC (Nevada Limited Liability Company) Suite 360 8965 S. Eastern Ave. Las Vegas Nevada 89123
United States (Federal)	NOTHING BUNDT CAKES and Design  RN: 3309781 SN: 78891817	Renewed, October 9, 2017 Int'l Class: 30,35 First Use: October 15, 2006 Filed: May 24, 2006 Registered: October 9, 2007 Last Renewal: October 9, 2017	Int'l Class: 30, 35 (Int'l Class: 30) dessert food products, namely cakes (Int'l Class: 35) retail store services in the field of baked goods, novelty gift items, balloons and gift baskets consisting primarily of baked goods	Denbra Ip Holdings, LLC (Nevada Limited Liability Company) C/O Mark Katz 8965 S. Eastern Ave., Suite 360 Las Vegas Nevada 89123
United States (States)	NOTHING BUNDT CAKES BATON ROUGE RN: LA (No Registration Number)	LOUISIANA - Registered Last Status Received: Registered, May 7, 2012 Registered: May 7, 2012	Int'l Class: 29, 30, 35 (Int'l Class: 29, 30, 35) baked goods	TIGER TOWN CAKES, L.L.C. 1735 MARILYN DRIVE BATON ROUGE, LA 70815 LA
United States (States)	NOTHING BUNDT CAKES & Design Trademark Description: THE WORDS "NOTHING BUNDT CAKES" WITH A BRIGHT YELLOW SUNFLOWER	ARIZONA – Registered Registered: July 11, 2012		DENBRA IP HOLDINGS, LLC, 8320 W SAHARA AVE #140, LAS VEGAS, Nevada 89117

Country / Jurisdiction	Mark/Name/AN/RN	Status / Key Dates	Full Goods / Services	Owner Information
	<p>THAT HAS A BROWN CENTER OVER THE LETTER "U" IN THE WORD "BUNDT." THE WORDS "NOTHING" AND "CAKES" ARE WRITTEN IN CAPITAL LETTERS. THE WORD "BUNDT" IS WRITTEN IN A CURSIVE, SCRIPT FONT.</p> <p>RN: 56425</p>			