

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lucks Company, LLC		05/14/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	73141090	DEC-ONS	
Serial Number:	86674903	DESIGNER PRINTS	
Serial Number:	74121342	EDIBLE IMAGE	
Serial Number:	86464824	ICING DÉCOR	
Serial Number:	88752760	LUCKS	
Serial Number:	73141091	LUCKS	
Serial Number:	73388050	LUCKS	
Serial Number:	75595126	PRINT-ONS	
Serial Number:	86685380	SHIMMER RIBBONS	
Serial Number:	86246053	SWEET SHAPES	
Serial Number:	88978495	CAKES.COM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 AVENUE OF THE AMERICAS		

OP \$290.00 73141090

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 040896-0140

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 05/19/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of May 14, 2021, by and among DECOPAC, INC., a Minnesota corporation ("DecoPac"), THE LUCKS COMPANY, LLC, a Minnesota limited liability company ("Lucks" and collectively with DecoPac, the "Grantors" and each a "Grantor") and ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Agent").

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of May 14, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for itself and the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE LUCKS COMPANY, LLC

By: 
Name: Cynthia Mahoney
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (The Lucks Company, LLC)]

TRADEMARK
REEL: 007298 FRAME: 0420

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


DECOPAC, INC.

By: Cynthia Mahoney
Name: Cynthia Mahoney
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (DecoPac, Inc.)]

TRADEMARK
REEL: 007298 FRAME: 0421

ARES CAPITAL CORPORATION, as Agent

By:  _____

Name: Scott Lem

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007298 FRAME: 0422**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner	Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date
DECOPAC, INC.	BAKEMATE	United States of America	Registered	76131616	2000-09-20	2801695	2004-01-06
DECOPAC, INC.	BAKERY CRAFTS	United States of America	Registered	73694582	1987-11-09	1495594	1988-07-12
DECOPAC, INC.	CAKES.COM & Design	United States of America	Allowed – ITU	88489540	2019-06-26		
DECOPAC, INC.	CAKES.COM AND DESIGN	United States of America	Registered	76399684	2002-04-22	2736208	2003-07-15
DECOPAC, INC.	CLEANAIRE	United States of America	Registered	74320135	1992-10-05	1795552	1993-09-28
DECOPAC, INC.	COLORWASH	United States of America	Registered	74320136	1992-10-05	1829778	1994-04-05
DECOPAC, INC.	COOKIE BITES	United States of America	Registered	74326047	1992-10-28	1859852	1994-10-25
DECOPAC, INC.	COPY CONFECTION	United States of America	Registered	85851167	2013-02-15	4647410	2014-12-02
DECOPAC, INC.	CULPITT	United States of America	Registered	75543762	1998-08-26	2348178	2000-05-09
DECOPAC, INC.	CUP 'O HOLES	United States of America	Registered	78163074	2002-09-11	2742035	2003-07-29
DECOPAC, INC.	DECODISPLAY	United States of America	Registered	78169862	2002-10-01	2855109	2004-06-15
DECOPAC, INC.	DECODRIZZLER	United States of America	Registered	78169868	2002-10-01	2940685	2005-04-12
DECOPAC, INC.	DECOPAC	United States of America	Registered	74099746	1990-09-24	1733454	1992-11-17
DECOPAC, INC.	DECOPAC & DESIGN	United States of America	Registered	73435872	1983-07-25	1343003	1985-06-18
DECOPAC, INC.	DECOPICS	United States of America	Registered	75073471	1996-03-15	2117380	1997-12-02
DECOPAC, INC.	DECOPOP	United States of America	Registered	85438235	2011-10-03	4251232	2012-11-27
DECOPAC, INC.	DECOSET	United States of America	Registered	75060358	1996-02-21	2108283	1997-10-28
DECOPAC, INC.	DECOSHAPES	United States of America	Registered	85187826	2010-11-30	4191363	2012-08-14
DECOPAC, INC.	DECOSHEETS	United States of America	Registered	85184332	2010-11-24	4129436	2012-04-17
DECOPAC, INC.	GALLERY OF CAKES	United States of America	Registered	73580573	1986-01-31	1409940	1986-09-16
DECOPAC, INC.	ON TOP OF THE WORLD'S BEST CAKES	United States of America	Registered	86151133	2013-12-23	4575460	2014-07-29

Owner	Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date
DECOPAC, INC.	ON TOP OF THE WORLD'S BEST-SELLING CAKES	United States of America	Registered	74626827	1995-01-30	2019789	1996-11-26
DECOPAC, INC.	PHOTOCAKE	United States of America	Registered	75451754	1998-03-17	2303529	1999-12-28
DECOPAC, INC.	PHOTOCAKE	United States of America	Registered	75876886	1999-12-21	2410632	2000-12-05
DECOPAC, INC.	PIZZA PRINTS	United States of America	Registered	85107104	2010-08-13	4103272	2012-02-21
DECOPAC, INC.	POP TOPS	United States of America	Registered	73650506	1987-03-19	1475950	1988-02-09
DECOPAC, INC.	SUGARSOFT	United States of America	Registered	86452990	2014-11-13	4796899	2015-08-18
DECOPAC, INC.	SUGARSTYLE	United States of America	Registered	88688798	2019-11-12	6074722	2020-10-06
DECOPAC, INC.	SWEET DECOR	United States of America	Registered	88688805	2019-11-12	6171616	2020-10-06
DECOPAC, INC.	SWEET SERVER	United States of America	Registered	78239161	2003-04-17	2823454	2004-03-16
DECOPAC, INC.	THE MAGIC OF CAKES	United States of America	Registered	73711650	1988-02-16	1518460	1988-12-27
DECOPAC, INC.	TREAT TREE	United States of America	Registered	76619252	2004-11-04	3039519	2006-01-10
DECOPAC, INC.	TREAT WRAPS	United States of America	Registered	77956650	2010-03-11	3829873	2010-08-03
DECOPAC, INC.	WHAT'S A PARTY WITHOUT A CAKE?!	United States of America	Registered	75157138	1996-08-28	2174281	1998-07-21
THE LUCKS COMPANY, LLC	DEC-ONS	United States of America	Registered	73141090	1977-09-14	1201325	1982-07-13
THE LUCKS COMPANY, LLC	DESIGNER PRINTS	United States of America	Registered	86674903	2015-06-25	4910473	2016-03-01
THE LUCKS COMPANY, LLC	EDIBLE IMAGE	United States of America	Registered	74121342	1990-12-07	1766066	1993-04-20
THE LUCKS COMPANY, LLC	ICING DECOR	United States of America	Registered	86464824	2014-11-25	4896570	2016-02-02
THE LUCKS COMPANY, LLC	LUCKS and DESIGN	United States of America	Registered	88752760	2020-01-09	6117523	2020-08-04
THE LUCKS COMPANY, LLC	LUCKS and DESIGN	United States of America	Registered	73141091	1977-09-14	1181367	1981-12-08
THE LUCKS COMPANY, LLC	LUCKS and DESIGN	United States of America	Registered	73388050	1982-09-23	1373240	1985-12-03
THE LUCKS COMPANY, LLC	PRINT-ONS	United States of America	Registered	75595126	1998-11-25	2367103	2000-07-11
THE LUCKS COMPANY, LLC	SHIMMER RIBBONS	United States of America	Registered	86685380	2015-07-07	4939493	2016-04-19

Owner	Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date
THE LUCKS COMPANY, LLC	SWEET SHAPES	United States of America	Registered	86246053	2014-04-08	4804937	2015-09-01
DECOPAC, INC.	SUGARFAIR	United States of America	Pending ITU	90613212	2021-03-30		
DECOPAC, INC.	CELEBRATIONIQ	United States of America	Pending ITU	90652495	2021-04-17		
THE LUCKS COMPANY, LLC	CAKES.COM and design	United States of America	Registered	88978495	2019-26-06	6171441	2020-10-06