

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hammond's Candies Since 1920 II, LLC		08/19/2021	Limited Liability Company: COLORADO
HC Group LLC		08/19/2021	Limited Liability Company: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	Transportation Alliance Bank Inc.
<b>Doing Business As:</b>	TAB Bank
<b>Street Address:</b>	4185 Harrison Blvd., Suite 200
<b>City:</b>	Ogden
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84403
<b>Entity Type:</b>	Corporation: UTAH

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1724734	AMERICAN CANDY COMPANY
Registration Number:	2935623	BUTTERSCOTCH WAFFLES
Registration Number:	2925425	CHICKEN BONES
Registration Number:	5205556	DOUBLE UPS
Registration Number:	3957305	HAMMOND'S
Registration Number:	2342663	HAMMOND'S CANDIES
Registration Number:	2968409	ICED TEA SIPPERS
Registration Number:	4034197	MCCRAW'S
Registration Number:	3278725	MELLOW FLUFFS
Registration Number:	2425066	MITCHELL SWEETS
Registration Number:	4461428	OLD DOMINION PEANUT COMPANY SINCE 1913
Registration Number:	3954604	PIGGY BACK

## CORRESPONDENCE DATA

Fax Number: 7202000679

*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.*

TRADEMARK

**Phone:** 720-200-0676  
**Email:** kschroepfer@atllp.com  
**Correspondent Name:** Kate T. Schroepfer  
**Address Line 1:** 4643 South Ulster Street, Suite 800  
**Address Line 4:** Denver, COLORADO 80237

**NAME OF SUBMITTER:** Kate T. Schroepfer

**SIGNATURE:** /Kate T. Schroepfer/

**DATE SIGNED:** 08/20/2021

**Total Attachments: 15**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of August 19, 2021, is made by and among Hammond’s Candies Since 1920 II, LLC, a Colorado limited liability company (“Company”), and HC Group LLC, a Colorado limited liability company (“Parent” and, together with Company, “Borrowers” and each, together with its successors and permitted assigns, a “Borrower”), each having a business location at the address set forth below, and **Transportation Alliance Bank Inc. dba TAB Bank**, a Utah corporation (together with its participants, successors and assigns, “Lender”), having a business location at the address set forth below next to its signature.

### Recitals

Borrowers and Lender are parties to a Loan and Security Agreement (as amended, modified, supplemented or restated from time to time, the “Loan Agreement”) of even date herewith, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

As a condition to extending credit to or for the account of Borrowers, Lender has required the execution and delivery of this Agreement by Borrowers.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of each Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in

substantially all of the personal property of each Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Borrower represents, warrants and agrees as follows:

(a) Existence; Authority. Such Borrower is a duly organized limited liability company, validly existing under the laws of its state of organization, and this Agreement has been duly authorized by all necessary action on the part of such Borrower.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by such Borrower as of the date hereof, or to which such Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, such Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Borrower shall within 60 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by such Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to such Borrower's or any Affiliate's business(es). If after the date hereof, such Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to such Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Borrower shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by such Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then such Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to such Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Such Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Such

Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Loan Agreement, such Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(g) Defense. Such Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Such Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Such Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Lender's Right to Take Action. If any Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if any Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrowers, jointly and severally, agree to pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) Power of Attorney. To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints

(which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrowers' Use of the Patents and Trademarks. Borrowers shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) any Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, each Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (other than conflict laws).

8. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining

provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Duplicate Originals; Counterpart Execution. Two or more duplicate originals of this Agreement may be signed by the parties, each duplicate of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Each Borrower shall promptly send its original of each counterpart to Lender, but no Borrower's failure to do so shall affect the validity, enforceability, and binding effect of this Agreement. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

10. Jury Trial Waiver. EACH OF EACH BORROWER AND LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

11. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default. All rights and remedies of Lender are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lender may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient in its sole discretion. All notices to be given to any Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights any Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by each Borrower and delivered to Lender, and each Borrower waives notice of Lender's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by any Borrower shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. PURSUANT TO UTAH CODE SECTION 25-5-4, EACH BORROWER IS NOTIFIED THAT THE LOAN DOCUMENTS ARE A FINAL EXPRESSION OF THE AGREEMENT AMONG LENDER, BORROWERS AND THE

OTHER PARTIES THERETO AND THE LOAN DOCUMENTS MAY NOT BE  
CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

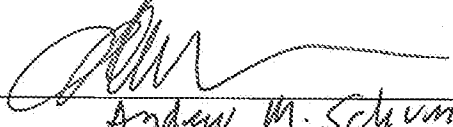
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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


Hammond's Candies Since 1920 II, LLC  
5735 Washington Street  
Denver, CO 80216

**HAMMOND'S CANDIES SINCE 1920 II, LLC**

By:   
Name: Andrew M. Schuman  
Title: President

HC Group LLC  
5735 Washington Street  
Denver, CO 80216

**HC GROUP LLC**

By:   
Name: Andrew M. Schuman  
Title: Manager & President

Transportation Alliance Bank Inc.  
dba TAB Bank  
4185 Harrison Blvd., Suite 200  
Ogden, UT 84403

**TRANSPORTATION ALLIANCE BANK INC.**  
**dba TAB Bank**

By: \_\_\_\_\_  
Name: Traci Crabtree  
Title: Vice President, Regional Underwriting  
Manager

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Hammond's Candies Since 1920 II, LLC  
5735 Washington Street  
Denver, CO 80216

**HAMMOND'S CANDIES SINCE 1920 II, LLC**

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

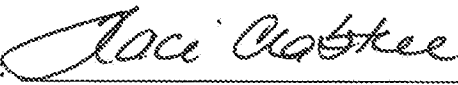
HC Group LLC  
5735 Washington Street  
Denver, CO 80216

**HC GROUP LLC**

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

Transportation Alliance Bank Inc.  
dba TAB Bank  
4185 Harrison Blvd., Suite 200  
Ogden, UT 84403

**TRANSPORTATION ALLIANCE BANK INC.  
dba TAB Bank**

By:   
Name: Traci Crabtree  
Title: Vice President, Regional Underwriting  
Manager

STATE OF COLORADO )  
 )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 11 day of August, 2021, by Andrew M. Schuman the President of Hammond's Candies Since 1920 II, LLC, a Colorado limited liability company, on behalf of such limited liability company.

**JUDY HERNANDEZ**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124031426  
My Commission Expires May 14, 2024

Judy Hernandez  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 11 day of August, 2021, by Andrew M. Schuman the President of HC Group LLC, a Colorado limited liability company, on behalf of such limited liability company.

**JUDY HERNANDEZ**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124031426  
My Commission Expires May 14, 2024

Judy Hernandez  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ of Transportation Alliance Bank Inc. dba TAB Bank, a Utah corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of ORANGE

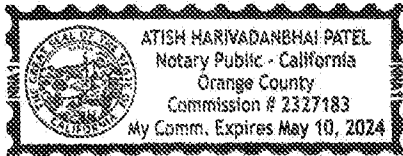
On 08/12/2021 before me, ATISH HARIVADANBHAI PATEL, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared TRACI CRABTREE  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Atish Patel  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: PATENT AND TRADEMARK SECURITY AGREEMENT

Document Date: NO DATE (08/12/2021) Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT A**

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

**EXHIBIT B**

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

MATERIAL REGISTRATIONS AND APPLICATIONS

Holder	Trademark	Registration/ Application No.	Class and Goods Registered	Date of Registration /Application	Next Action to be Taken	Notes
Company	AMERICAN CANDY COMPANY® and design	1,724,734	Class 030: Candy	Registered 10/13/1992	Renewal due between 10/13/2021 & 10/13/2022	

Holder	Trademark	Registration/ Application No.	Class and Goods Registered	Date of Registration /Application	Next Action to be Taken	Notes
Company	BUTTERSCOTCH WAFFLES®	2,935,623	Class 030: Candy	Registered 3/22/2005 Supplemental Register	Renewal due between 3/22/2024 & 3/22/2025	Consider moving to principal register
Company	CHICKEN BONES®	2,925,425	Class 030: Candy	Registered 2/8/2005	Renewal due between 2/8/2024 & 2/10/2025	

Holder	Trademark	Registration/ Application No.	Class and Goods Registered	Date of Registration /Application	Next Action to be Taken	Notes
Company	DOUBLE UPS®	5,205,556 86-754,836	Class 30: Candy; chocolate covered candy; chocolate coated nut candy; chocolate coated peanut candy; chocolate peanut butter candy; nut candy; peanut candy; peanut butter coated candy	5-16-2017	Section 8 & 15 affidavits due between 5-16-2022 and 5-16-2023	
Company	HAMMOND'S®	3,957, 305	Class 30; Candy	Registered 5- 10-2011	Section 8 & 15 accepted. Renewal due by 5/5/2021	
Company	HAMMOND'S CANDIES®	2,342,663	Class 30, Candy	Registered 4/18/2000	Renewal due 4/18/2030	
Company	ICED TEA SIPPERS®	2,968,409	Class 030: Candy	Registered 7/12/2005	Renewal due between 7/12/2024 & 7/14/2025	
Company	McCRAW'S®	4,034,197	Class 030: Candy	Registered 10/4/2011	Renewal due between 10/4/2020 & 10/4/2021	
Company	MELLOW FLUFFS®	3,278,725	Class 30: Candy	Registered 8/14/07	Renewal accepted. File renewal 8/14/27	



Holder	Trademark	Registration/ Application No.	Class and Goods Registered	Date of Registration /Application	Next Action to be Taken	Notes
Company	MITCHELL SWEETS®	2,425,066	Class 030: Candy	Registered and Renewed 05/07/2021	Renewal due 1/30/2030 & 1/30/2031	
Company	OLD DOMINION PEANUT COMPANY®	4,461,428	Class 30, peanut brittle, etc.	Registered 1 - 7-2014	Section 8/15 accepted. Renewal due 1/7/2024	
Company	PIGGY BACK®	3,954,604	Class 030: Candy	Registered 5/3/2011	Renewal due between 5/3/2020 & 5/3/2021	
Company	HAMMOND'S (China registration)	14064190	Class 030: Cocoa; chips (cereal products)	7/28/2016 10 year term		

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE