

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bazooka Companies, Inc.		02/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch as Administrative Agent and Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	3193908	2-D-MAX	
Registration Number:	5136879	APPLE ATTACK	
Registration Number:	3011955	BABY BOTTLE POP	
Registration Number:	3176343	BABY BOTTLE POP	
Registration Number:	5927519	BABY BOTTLE POP GUMMY BLAST	
Registration Number:	1896290	BAZOOKA	
Registration Number:	3011956	BAZOOKA	
Registration Number:	4139371	BAZOOKA	
Registration Number:	3703303	BAZOOKA	
Registration Number:	4537936	BAZOOKA	
Registration Number:	5955430	BAZOOKA	
Registration Number:	3761834	BAZOOKA CANDY BRANDS	
Registration Number:	3839069	BAZOOKA CANDY BRANDS	
Registration Number:	0673216	BAZOOKA JOE	
Registration Number:	4804380	BAZOOKA JOE	
Registration Number:	5747388	BAZOOKA JOE	
Registration Number:	5434927	BAZOOKA JOE	
Registration Number:	5136878	BLUE REBEL	
Registration Number:	4704407	CANDYMANIA	

CH \$1465.00 3193908

Property Type	Number	Word Mark
Registration Number:	5880464	CANDYMANIA
Registration Number:	6357490	COLORFEST
Registration Number:	4499754	EDIBLE BLING
Registration Number:	4455297	EDIBLE ENTERTAINMENT
Registration Number:	3968394	JUICY DROP
Registration Number:	3608842	JUMBO PUSH POP
Registration Number:	5471273	MATCHEMS
Registration Number:	2321391	
Registration Number:	5927235	
Registration Number:	1846873	
Registration Number:	5070219	MYSTERIES
Registration Number:	3107480	PUSH POP
Registration Number:	1390109	PUSH POP
Registration Number:	4000325	RATTLERZ
Registration Number:	1040693	RING POP
Registration Number:	3013798	RING POP
Registration Number:	3009371	RING POP
Registration Number:	5450910	RING POP
Registration Number:	5634164	RING POP
Registration Number:	4969735	ROCK YOUR RING POP
Registration Number:	6442813	SEA SPLASHERZ
Registration Number:	4965028	SEÑOR SOUR
Registration Number:	3551516	SLIDERZ
Registration Number:	6005906	THROWBACK ORIGINAL BAZOOKA BUBBLE GUM
Registration Number:	6219771	TOTALLY AWESOME
Registration Number:	2409144	TRIPLE POWER PUSH POP
Registration Number:	4937255	UNO MAS
Serial Number:	97137854	
Serial Number:	97072828	BAZOOKA
Serial Number:	88448499	BAZOOKA
Serial Number:	88729599	BAZOOKA JOE
Serial Number:	88400202	DJ DROPZ
Serial Number:	90687280	FRUIT TORNADO
Serial Number:	97072852	JUICY DROP
Serial Number:	88715000	PULL PRESS PUSH
Serial Number:	97072865	PUSH POP
Serial Number:	90501544	PUSH POP
Serial Number:	97007227	PUSH POP

Property Type	Number	Word Mark
Serial Number:	88736922	PUSHY

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 9173487841

Email: iprecordations@whitecase.com

Correspondent Name: Kennady Wade/White & Case llp

Address Line 1: 1221 6th Ave

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Kennady Wade
SIGNATURE:	/Kennady Wade/
DATE SIGNED:	02/02/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”), by THE BAZOOKA COMPANIES, INC. (the “**Grantor**”), in favor of Deutsche Bank AG New York Branch, in its capacity as administrative agent and as collateral agent pursuant to the Credit Agreement (in such capacities, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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, or incorporated by reference into, the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following (in each case, other than any Excluded Assets) (collectively, the “**Trademark Collateral**”) of the Grantor:

- (a) registered Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, all products of, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein 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 unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or

release of the Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral of the Grantor under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile, .pdf or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THE BAZOOKA COMPANIES, INC.

By: _____

Name: Jason Thaler

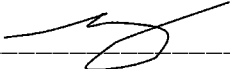
Title: Vice President, General Counsel and Secretary


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007603 FRAME: 0549

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: 
Name: _____
Title: Philip Tancorra
Vice President
philip.tancorra@db.com
212-250-6576

By: 
Name: _____
Title: Jessica Lutrario
Associate
212-250-8235
jessica.lutrario@db.com

[Signature Page to Trademark Security Agreement]