

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Baked Films, LLC		03/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank, as Administrative Agent		
Street Address:	P.O. Box 60938		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90060-0938		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5746110	HALLOWAIIAN	
Registration Number:	5885797	LEGEND OF HALLOWAIIAN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061700-0083		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/25/2022		
Total Attachments: 10			
source=King's Hawaiian - Trademark Security Agreement Executed#page1.tif			
source=King's Hawaiian - Trademark Security Agreement Executed#page2.tif			
source=King's Hawaiian - Trademark Security Agreement Executed#page3.tif			
source=King's Hawaiian - Trademark Security Agreement Executed#page4.tif			

OP \$65.00 5746110

source=King's Hawaiian - Trademark Security Agreement Executed#page5.tif
source=King's Hawaiian - Trademark Security Agreement Executed#page6.tif
source=King's Hawaiian - Trademark Security Agreement Executed#page7.tif
source=King's Hawaiian - Trademark Security Agreement Executed#page8.tif
source=King's Hawaiian - Trademark Security Agreement Executed#page9.tif
source=King's Hawaiian - Trademark Security Agreement Executed#page10.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of March 25, 2022, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**,” and each individually, “**Grantor**”), and CITY NATIONAL BANK (“**CNB**”), in its capacity as administrative agent for the benefit of the Secured Parties (in such capacity, together with its permitted successors and assigns, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of March 25, 2022 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “**Credit Agreement**”), by and among KING’S HAWAIIAN HOLDING COMPANY, INC., a California corporation (“**Holdings**” or “**Borrower Representative**”), KING’S HAWAIIAN BAKERY WEST, INC., a California corporation (“*King’s West*”), KING’S HAWAIIAN BAKERY SOUTHEAST, INC., a Georgia corporation (“*King’s Southeast*” and, together with Holdings and King’s West, each a “**Borrower**” and, collectively, the “**Borrowers**”), the various financial institutions party thereto as a lender (each a “**Lender**,” and collectively, the “**Lenders**”), and Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of March 25, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for its benefit and for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

- hereto;
- (a) all of such Grantor's Trademarks, including those referred to on Schedule I
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Security Interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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 and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

**KING'S HAWAIIAN HOLDING COMPANY,
INC.**

By: 
Name: Mark Taira
Title: Chief Executive Officer

KING'S HAWAIIAN BAKERY WEST, INC.

By: 
Name: Mark Taira
Title: Chief Executive Officer

FRESH BAKED FILMS, LLC

By: King's Hawaiian Holding Company, Inc., its
Manager

By: 
Name: Mark Taira
Title: Chief Executive Officer

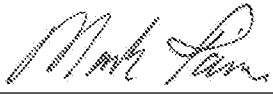
INNOVATION BAKERS LLC

By: Kings Hawaiian Bakery West, Inc, its Manager

By: 
Name: Mark Taira
Title: Chief Executive Officer

INNOVATION BAKERS LLC

By: Kings Hawaiian Bakery West, Inc, its Manager

By:  _____

Name: Mark Taira

Title: Chief Executive Officer

**ACKNOWLEDGED AND
AGREED:**

CITY NATIONAL BANK,
as Administrative Agent

By: Todd Shrier
Name: Todd Shrier
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007671 FRAME: 0477**

SCHEDULE I


to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
King's Hawaiian Holding Company, Inc.	United States of America	ALOHA IN EVERY BITE	4321589	April 16, 2013
King's Hawaiian Holding Company, Inc.	United States of America	EVERYTHING'S BETTER BETWEEN KING'S HAWAIIAN BREAD	6405100	June 29, 2021
Fresh Baked Films, LLC	United States of America	HALLOWAIIAN	5746110	May 7, 2019
King's Hawaiian Holding Company, Inc.	United States of America	HAWAIIAN BUTTER SPREAD	5952006	December 31, 2019
King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN	4868957	December 15, 2015
King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN	1228641	February 22, 1983
King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN	4886232	January 12, 2016

King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN	5530905	July 31, 2018
King's Hawaiian Holding Company, Inc.	United States of America		2888718	September 28, 2004
King's Hawaiian Holding Company, Inc.	United States of America		2823976	March 16, 2004
King's Hawaiian Holding Company, Inc.	United States of America		6312553	April 6, 2021
King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN GRILL	5889124	October 22, 2019
King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN JALAPENO BREAD	5129512	January 24, 2017
Fresh Baked Films, LLC	United States of America	LEGEND OF HALLOWAIIAN	5885797	October 15, 2019
King's Hawaiian Holding Company, Inc.	United States of America	LIL' ISLANDERS	6273941	February 16, 2021
King's Hawaiian Holding Company, Inc.	United States of America		6273942	February 16, 2021
King's Hawaiian Holding	United States of	MAGIC SWIRLZ	6132076	August 18, 2020

Company, Inc.	America			
King's Hawaiian Holding Company, Inc.	United States of America		6143709	September 1, 2020
King's Hawaiian Holding Company, Inc.	United States of America	PARADISE CAKE	6322831	April 13, 2021
King's Hawaiian Holding Company, Inc.	United States of America	THE LOCAL PLACE	2875012	August 17, 2004
King's Hawaiian Holding Company, Inc.	United States of America		4211296	September 18, 2012
King's Hawaiian Holding Company, Inc.	United States of America		5113608	January 3, 2017
King's Hawaiian Holding Company, Inc.	United States of America		5113599	January 3, 2017

King's Hawaiian Holding Company, Inc.	United States of America		5113606	January 3, 2017
King's Hawaiian Holding Company, Inc.	United States of America	WHAT AN IRRESISTIBLY DELICIOUS IDEA	6274111	February 16, 2021
King's Hawaiian Holding Company, Inc.	United States of America	KING'S HAWAIIAN	5087673	November 22, 2016
King's Hawaiian Holding Company, Inc.	United States of America	LIGHT ROASTED KONA COFFEE	4980141	June 14, 2016
King's Hawaiian Holding Company, Inc.	United States of America		5113605	January 3, 2017