

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kar Nut Products Company, LLC		04/22/2022	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varagon Capital Partners Agent, LLC, as Collateral Agent		
<b>Street Address:</b>	299 Park Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5605216	KAR'S	
<b>Registration Number:</b>	5605218	SECOND NATURE	
<b>Registration Number:</b>	5605217	KAR'S DETROIT BORN 1933 THE AMERICAN TRA	
<b>Registration Number:</b>	5467616	KAR'S	
<b>Registration Number:</b>	4867811	TRAILBREAK	
<b>Registration Number:</b>	4504852	INSTINCTIVELY GOOD SNACKING	
<b>Registration Number:</b>	4418099	KAR'S	
<b>Registration Number:</b>	3592000	SECOND NATURE	
<b>Registration Number:</b>	2908345	SWEET 'N SALTY MIX	
<b>Serial Number:</b>	90853456	INSTINCTIVELY GOOD	
<b>Serial Number:</b>	90367361	SECOND NATURE INSTINCTIVELY GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	12129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		

CH \$290.00 5605216

**Address Line 1:** 1271 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 071877-0001

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /s/Angela M. Amaru

**DATE SIGNED:** 04/22/2022

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 22, 2022, is made by KAR NUT PRODUCTS COMPANY, LLC, a Michigan limited liability company (“Kar Nut”), and SANDERS CANDY, LLC, a Michigan limited liability company (“Sanders”, together with Kar Nut, the “Grantors” and each, a “Grantor”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain Credit Agreement, dated as of April 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Huron Bidco Inc., a Delaware corporation (“Holdings”) KNPC Holdco, LLC, a Delaware limited liability company (the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and VARAGON CAPITAL PARTNERS AGENT, LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated April 22, 2022, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

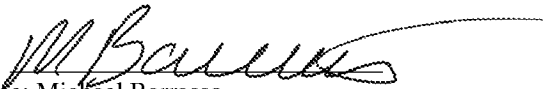
KAR NUT PRODUCTS COMPANY, LLC,  
as a Grantor

DocuSigned by:  
*Herman Brons*  
By: \_\_\_\_\_  
Name: Herman Brons  
Title: Chief Financial Officer

SANDERS CANDY, LLC,  
as a Grantor

DocuSigned by:  
*Herman Brons*  
By: \_\_\_\_\_  
Name: Herman Brons  
Title: Chief Financial Officer

VARAGON CAPITAL PARTNERS  
AGENT, LLC, as the Collateral Agent

By:   
Name: Michael Barrasso  
Title: Principal

[Signature Page to Grant of Security Interest in Trademark Rights]




**TRADEMARK**  
**REEL: 007700 FRAME: 0161**

**SCHEDULE A**


**U.S. Trademark Registrations and Applications**

**Trademark Registrations and Applications:**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registered Owner</b>
	USA	5605216	KAR NUT PRODUCTS COMPANY, LLC
	USA	5605218	KAR NUT PRODUCTS COMPANY, LLC
	USA	5605217	KAR NUT PRODUCTS COMPANY, LLC
KAR'S	USA	5467616	KAR NUT PRODUCTS COMPANY, LLC
NOT ALL CARAMEL IS CREATED EQUAL	USA	5054439	SANDERS CANDY, LLC
CHOCOLATE MAKES THE DIFFERENCE	USA	4898314	SANDERS CANDY, LLC
SUMMIT CHOCOLATE MAKES THE DIFFERENCE	USA	4898316	SANDERS CANDY, LLC
BUMPY	USA	4826383	SANDERS CANDY, LLC
SANDERS	USA	4930505	SANDERS CANDY, LLC
TrailBreak	USA	4867811	KAR NUT PRODUCTS COMPANY, LLC
AMERICAN ORIGINAL CHOCOLATE TRAILBREAK™	USA	4676801	SANDERS CANDY, LLC
<b>SANDERS</b> <i>...for chocolate...</i>	USA	4824778	SANDERS CANDY, LLC
INDISTINCTIVELY ODD SNACKS	USA	4504852	KAR NUT PRODUCTS COMPANY, LLC

Mark	Country	Registration Number	Registered Owner
	USA	4418099	KAR NUT PRODUCTS COMPANY, LLC
PECAN-DY	USA	4357978	SANDERS CANDY, LLC
Titans	USA	4131618	SANDERS CANDY, LLC
GRETZEL	USA	4251053	SANDERS CANDY, LLC
	USA	3895536	SANDERS CANDY, LLC
SECOND NATURE	USA	3592000	KAR NUT PRODUCTS COMPANY, LLC
	USA	2930253	SANDERS CANDY, LLC
SWEET 'N SALTY	USA	2908345	KAR NUT PRODUCTS COMPANY, LLC
CHOCOLATE EXCELLENCE	USA	2624510	SANDERS CANDY, LLC
SNOCONUTS	USA	2624511	SANDERS CANDY, LLC
TORTIES	USA	1931258	SANDERS CANDY, LLC
SANDERS	USA	0995956	SANDERS CANDY, LLC
SANDERS	USA	1012622	SANDERS CANDY, LLC
INSTINCTIVELY GOOD	USA	90853456	KAR NUT PRODUCTS COMPANY, LLC
SNACK MAX	USA	90612069 Intent to Use	KAR NUT PRODUCTS COMPANY, LLC



Mark	Country	Registration Number	Registered Owner
SUPER OMEGA SMART MIX	USA	90612071 Intent to Use	KAR NUT PRODUCTS COMPANY, LLC
SUCROBONA LUNG SMART MIX	USA	90612075 Intent to Use	KAR NUT PRODUCTS COMPANY, LLC
KETO CRUNCH SMART MIX	USA	90612079 Intent to Use	KAR NUT PRODUCTS COMPANY, LLC
ANTIOXIDANT SMART MIX	USA	90612080 Intent to Use	KAR NUT PRODUCTS COMPANY, LLC
	USA	90367361	KAR NUT PRODUCTS COMPANY, LLC