

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanders Candy, LLC		04/22/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Collateral Agent		
Street Address:	299 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5054439	NOT ALL CARAMEL IS CREATED EQUAL	
Registration Number:	4898314	CHOCOLATE WORTH SHARING	
Registration Number:	4898316	BUMPY CAKE FOR TWO OR MORE FOR YOU!	
Registration Number:	4826383	BUMPY	
Registration Number:	4930505	SANDERS	
Registration Number:	4676801	AMERICA'S ORIGINAL GOURMET DESSERT TOPPI	
Registration Number:	4824778	SANDERS FINE CHOCOLATIERS	
Registration Number:	4357978	PECAN-DY	
Registration Number:	4131618	TITANS	
Registration Number:	4251053	GRETZEL	
Registration Number:	3895536	CHOCOLATE WORTH SHARING SANDERS FINE CHO	
Registration Number:	2930253	MORLEY CANDY MAKERS	
Registration Number:	2624510	CHOCOLATE EXCELLENCE	
Registration Number:	2624511	SNOCONUTS	
Registration Number:	1931258	TORTIES	
Registration Number:	0995956	SANDERS	
Registration Number:	1012622	SANDERS	

CH \$440.00 5054439

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 12129061216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**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.

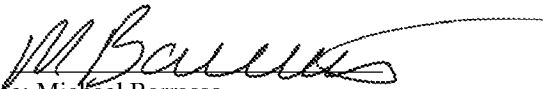
KAR NUT PRODUCTS COMPANY, LLC,
as a Grantor

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: 0178


SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Registrations and Applications:

Mark	Country	Registration Number	Registered Owner
	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 IS THE BEST TASTE FOR SEASIDE LIFE	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 GUMMERS! (SUGAR) LOOPS!	USA	4676801	SANDERS CANDY, LLC
SANDERS <i>...for...!</i>	USA	4824778	SANDERS CANDY, LLC
INDIVIDUALLY WRAPPED 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