

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stuffed Puffs, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	90829998	BIG BITES	
Serial Number:	88645000	BEYOND S'MORES	
Serial Number:	88789068	LIFE'S MORE FUN FILLED	
Serial Number:	88789233	STUFFED PUFFS	
Serial Number:	88789193		
Serial Number:	88789182	STUFFED PUFFS	
Serial Number:	88789155	STUFFED PUFFS	
Serial Number:	88518950	STUFFED PUFFS FILLED MARSHMALLOWS MADE W	
Serial Number:	88511538	S'MORES INDOORS	
Serial Number:	88480729		
Serial Number:	88480725	STUFFED PUFFS	
Serial Number:	87768171	HALFPOPS	
Serial Number:	86808853	STUFFED PUFFS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

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Phone: 3127018637
Email: ipdocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 22725464

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 01/02/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 30, 2022, is by Stuffed Puffs, LLC, a Delaware limited liability company ("Grantor"), in favor of Crestline Direct Finance, L.P., as Agent (in such capacity, "Grantee").

WITNESSETH:

WHEREAS, Grantor has entered into that certain Loan and Security Agreement, dated as of December 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), by and among Grantor, the Lenders party thereto from time to time and Grantee, pursuant to which Grantee and the Lenders have agreed to make certain financial accommodations to Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the benefits accruing to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to Grantee and grants to Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

2.1 all of its trademarks and all intellectual property licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all renewals and extensions of the foregoing;

2.3 all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

2.4 all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, each of which shall constitute an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement and such counterpart shall be deemed to be an original hereof.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of page intentionally left blank; signature page follows]

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

STUFFED PUFFS, LLC, a Delaware limited liability company

By: 
Name: J Michael Tierney III
Title: Founder & CEO

Signature Page to Trademark Security Agreement


**TRADEMARK
REEL: 007936 FRAME: 0393**

Acknowledged and agreed:

CRESTLINE DIRECT FINANCE, L.P.,
as Agent

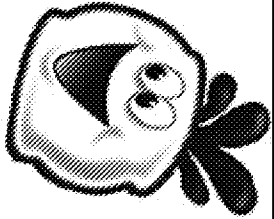
By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc., its manager

DocuSigned by:
By: 
Name: Amit Mahajan
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
BIG BITES	90829998	07/15/2021	N/A	N/A
BEYOND S'MORES	88645000	10/07/2019	6918694	12/06/2022
LIFE'S MORE FUN FILLED	88789068	02/07/2020	6487164	09/14/2021
STUFFED PUFFS	88789233	02/07/2020	6302555	03/23/2021
	88789193	02/07/2020	6302554	03/23/2021
[marshmallow design only]				
STUFFED PUFFS	88789182	02/07/2020	6302553	03/23/2021
STUFFED PUFFS	88789155	02/07/2020	6302552	03/23/2021
STUFFED PUFFS FILLED MARSHMALLOWS MADE	88518950	07/19/2019	5988817	02/18/2020

TRADEMARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
WITH REAL CHOCOLATE GREAT FOR S'MORES				
S'MORES INDOORS	88511538	07/12/2019	6222902	12/15/2020
	88480729	06/19/2019	5954504	01/07/2020
[marshmallow design only]				
STUFFED PUFFS	88480725	06/19/2019	5981569	02/11/2020
HALFPOPS	87768171	01/24/2018	5513820	07/10/2018
STUFFED PUFFS	86808853	11/04/2015	5763795	05/28/2019