

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777795

<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>
Classic Confections Enterprises Inc.		12/29/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lakeland Bank		
<b>Street Address:</b>	250 Oak Ridge Road		
<b>City:</b>	Oak Ridge		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07428		
<b>Entity Type:</b>	Bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6153085	TENLI	
<b>Registration Number:</b>	4493434	TENLI	
<b>Serial Number:</b>	97087994	DOVELI	
<b>Serial Number:</b>	97087992	DOVELI	
<b>Serial Number:</b>	86431129	TWERPZ	
<b>Registration Number:</b>	4503973	DEE BEST	
<b>Serial Number:</b>	97680269	TAKE TEN	
<b>Serial Number:</b>	88445538	JEWEL POP	
<b>Registration Number:</b>	4241037	MAZEL TOV	
<b>Serial Number:</b>	97555779	SHARK POP	
<b>Registration Number:</b>	4477428	MAZEL TOV!	
<b>Serial Number:</b>	97543373	SWEET TOOTH	
<b>Registration Number:</b>	6907217	BRIX ON STIX	
<b>Serial Number:</b>	97087996	PAINT SPLASHER	
<b>Registration Number:</b>	6072751	DOVELI GET IN MY BELLY	
<b>Serial Number:</b>	86442250	ZETOV IT'S GOOD SUPER SNACKS THE READY T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		

CH \$415.00 6153085

**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:** 2024083141  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CSC  
**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	01/03/2023

**Total Attachments: 8**  
source=1-3-2023 Classic\_Confections\_Enterprises\_Inc\_US\_Trademark\_Fil(1)\_145439#page1.tif  
source=1-3-2023 Classic\_Confections\_Enterprises\_Inc\_US\_Trademark\_Fil(1)\_145439#page2.tif  
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source=1-3-2023 Classic\_Confections\_Enterprises\_Inc\_US\_Trademark\_Fil(1)\_145439#page5.tif  
source=1-3-2023 Classic\_Confections\_Enterprises\_Inc\_US\_Trademark\_Fil(1)\_145439#page6.tif  
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source=1-3-2023 Classic\_Confections\_Enterprises\_Inc\_US\_Trademark\_Fil(1)\_145439#page8.tif

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 29, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by **CLASSIC CONFECTIONS ENTERPRISES INC.**, a New York corporation (“**Grantor**”) in favor of **LAKELAND BANK**, a New Jersey bank (together with its successors and permitted assigns, the “**Lender**”).

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the Lender, pursuant to which the Grantor granted a security interest to the Lender in all assets of the Grantor which includes, among others, the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender 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 the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Obligations of such Grantor (including, if such Grantor is a Guarantor, the Obligations of such Grantor arising under the Guaranty), hereby pledges to the Lender, its successors and permitted assigns, and hereby grants to the Lender, its successors and permitted assigns, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment in full of all Obligations.

### **SECTION 6. GOVERNING LAW**

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


### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

Witness:

  
ROBERT KASZOVITZ  
NOTARY PUBLIC, STATE OF N.Y.  
NO. 01KA4918435  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES 2/01/20 *24*

Name: \_\_\_\_\_

GRANTOR:

**CLASSIC CONFECTIONS ENTERPRISES INC.,**  
a New York corporation

By: 

David Nadler  
President

Witness:

LENDER:

**LAKELAND BANK**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Slingland  
Vice President

*(Signature Page to First Lien Trademark Security Agreement)*

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.

Witness:

GRANTOR:

**CLASSIC CONFECTIONS ENTERPRISES INC.,  
a New York corporation**

.....  
Name:

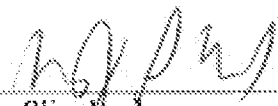
By:.....  
David Nadler  
President

Witness:

LENDER:

**LAKELAND BANK**

.....  
Name:







By: .....  
Nancy Slingland  
Vice President

*(Signature Page to First Lien Trademark Security Agreement)*

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

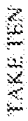
Trademarks (16)

Risk level	Row nr.	Trademark	Logotype	Databases/ Serial	Classes	Owner/Applicant/Representative	Status/ Dates
	1.	TENLI		US (USPTO) AN:8682428E.FN:81 53485	30	Classic Confections Enterprises, In c. Michael Cukor, MCGEARY CUJO R LLC, Michael Cukor	Registered AD: Mar 6, 2020 RD: Sep 15, 2020
		<b>Goods &amp; Services:</b> 30 - Candy					
	2.	TENLI		US (USPTO) AN:85751390.FN:44 83434	30	classic confections enterprises Inc Michael Cukor, MCGEARY CUJO R LLC, Michael Cukor	Registered AD: Oct 11, 2012 RD: Mar 11, 2014
		<b>Goods &amp; Services:</b> 30 - foods, confections and snacks, namely, candies chocolates ice creams					
	3.	DOVELL		US (USPTO) 87387334	30	Classic Confections Enterprises Inc MICHAEL CUJOF, MCGEARY CU KOR LLC, Michael Cukor	Filed AD: Oct 22, 2021
		<b>Goods &amp; Services:</b> 30 - Candy; Candies					
	4.	DOVELL		US (USPTO) 87387332	30	Classic Confections Enterprises Inc Michael Cukor, MCGEARY CUJO R LLC, Michael Cukor	Filed AD: Oct 22, 2021
		<b>Goods &amp; Services:</b> 30 - Candy; Candies					
	5.	TWENZ		US (USPTO) 88431123	30	CLASSIC CONFECTIONS ENTER PRISES, INC. GERALD ROMANOFF, GERALD R OMANOFF, P.C., GERALD ROMAN OFF	Ended AD: Oct 22, 2014
		<b>Goods &amp; Services:</b> 30 - Bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises; Candy, Candy mints; Licorice; Sugarless candies; Sweets					
	6.	DEE BEST		US (USPTO) AN:8675141E.FN:45 93973	30	classic confections enterprises Inc Michael Cukor, MCGEARY CUJO R LLC, Michael Cukor	Registered AD: Oct 11, 2012 RD: Apr 1, 2014




**Goods & Services:**

30 - confections namely, candies wafers cookies and chocolates

7. TAKE TEN  US (USPTO) 30 Filed  
97580252 MICHAEL CUKOR, MCGEARY CU  
KOR LLC, Michael Cukor AD: Nov 16, 2022


**Goods & Services:**

30 - Bakery goods, namely, cookies and cookie bars and fruit filled pastries

8. JEWEL POP  US (USPTO) 30 Ended  
88445538 Michael Cukor, McGeary Cukor LL  
C, Michael Cukor AD: May 24, 2019


**Goods & Services:**

30 - Candy

9. HAZEL TOY  US (USPTO) 30 Ended  
AN: 85544553, RN: 42 CLASSIC CONFECTIONS ENTER  
41037 PRISES INC (A) AD: Feb 17, 2012  
RD: Nov 13, 2012


**Goods & Services:**

30 - confections, namely, candies, cookies, chocolates, wafers

10. SHARK POP  US (USPTO) 30 Filed  
97585773 MICHAEL CUKOR, MCGEARY CU  
KOR LLC, Michael Cukor AD: Aug 19, 2022


**Goods & Services:**

30 - Candy; Lollipops

11. HAZEL TOY  US (USPTO) 30 Ended  
AN: 85944993, RN: 44 CLASSIC CONFECTIONS ENTER  
77428 GERLD ROMANOFF, GERLD ROM  
ANOFF, P.C., GERLD ROMANOFF AD: May 29, 2013  
RD: Feb 4, 2014


**Goods & Services:**

30 - Candies; Candy; Candy bars; Candy for food; Candy mints; Chocolate candies; Chocolate covered cookies; Chocolates and chocolate based ready to eat candies and snacks; Cookie pies; Cookies; Cookies and crackers; Fruit jolly candy; Gummy candies; Peppermint candy; Sugarless candies; Sweets; Vegan cookies

12. SWEET TOOTH  US (USPTO) 28 Filed  
97543373 MICHAEL CUKOR, MCGEARY CU  
KOR LLC, Michael Cukor AD: Aug 10, 2022

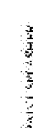
**Goods & Services:**

28 - Toy candy dispensers; Toy whistles; Novelty toy items in the nature of toothbrush

13.  BRUX ON STIX  
 US (USPTO) AN: 87428178, FN: 88 30  
 37217  
 Classic Confections Enterprises Inc  
 Registered AD: Jun 1, 2022  
 MICHAE CUKOR, MCGEARY CU RD: Nov 22, 2022  
 KOR LLC, Michael Cukor


**Goods & Services:**

30 - Candy; Lollipops

14.  PAINT SPLASHER  
 US (USPTO) AN: 88445455, FN: 88 30  
 37087896  
 Classic Confections Enterprises Inc  
 Filed AD: Oct 22, 2021  
 Michael Cukor, MCGEARY CU  
 R LLC, Michael Cukor


**Goods & Services:**

30 - Candy; Candies

15.  DOVELOGET IN MY B  
 ELLY  
 US (USPTO) AN: 88445455, FN: 88 30  
 72751  
 Classic Confections Enterprises Inc  
 Registered AD: May 24, 2019  
 Michael Cukor, McGeary Cukor LL  
 C, Michael Cukor RD: Jun 9, 2020

**Goods & Services:**

30 - Candy

16.  ZETOV IT'S GOOD \$  
 UPER SNACKS THE  
 READY TO EAT SNA  
 CK  
 US (USPTO) AN: 88442250, FN: 88 29  
 99442250  
 CLASSIC CONFECTIONS ENTER  
 PRISES, INC  
 GERALD ROMANOFF, GERALD R  
 OMANOFF P.C., GERALD ROMAN  
 OFF  
 Ended AD: Nov 2, 2014

**Goods & Services:**

29 - Fruit and soy based snack food; Fruit based snack food; Nut and dried fruit based snack bars; Potato based snack foods; Seed based snack foods; Snack mix consist  
 ing primarily of processed nuts, seeds, dried fruit and also including chocolate; Soy based snack foods