

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROWNIE BRITTLE, LLC		01/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC		
Street Address:	299 PARK AVENUE, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6197074	WHAT IS YOUR KETO HAPPINESS?	
Registration Number:	5470431	WE'VE GOT THE BITE IDEA!	
Registration Number:	5628346	THINDULGENCE	
Registration Number:	5224399	THINDULGENT	
Registration Number:	5481592	THINDULGENT	
Registration Number:	5423606	SHEILA G'S	
Registration Number:	4809250	XO, SHEILA G.	
Registration Number:	4479828	SHEILA G'S	
Registration Number:	5279040	BROWNIE BRITTLE	
Registration Number:	4364573	RICH BROWNIE TASTE WITH A COOKIE CRUNCH!	
Registration Number:	4927781	WE'VE GOT THE EDGE ON BROWNIES	
Registration Number:	4769061	PIECE, LOVE, BROWNIE BRITTLE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jeremiah Evans		

CH \$315.00 6197074

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 85548.012

NAME OF SUBMITTER: Jeremiah Evans

SIGNATURE: /Jeremiah Evans/

DATE SIGNED: 01/23/2023

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of January 20, 2023, is made by BROWNIE BRITTLE, LLC, a Delaware limited liability company (the "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, 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, 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. Grantor hereby grants a lien on and security interest in all of 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 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 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. 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. The words "execution," "execute", "signed," "signature," and words of like import in or relating to this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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.

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.

BROWNIE BRITTLE, LLC
as the Grantor

DocuSigned by:

Victor Mehren

By: _____
Name: Victor Mehren
Title: President

VARAGON CAPITAL PARTNERS AGENT, LLC,
as the Collateral Agent

By: 
Name: Michael Barrasso
Title: Principal

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Brownie Brittle, LLC	App 88817259	Reg 6197074	WHAT IS YOUR KETO HAPPINESS?
Brownie Brittle, LLC	App 87171141	Reg 5470431	WE'VE GOT THE BITE IDEA!
Brownie Brittle, LLC	App 87154461	Reg 5628346	THINDULGENCE
Brownie Brittle, LLC	App 86982354	Reg 5224399	THINDULGENT
Brownie Brittle, LLC	App 86961761	Reg 5481592	THINDULGENT
Brownie Brittle, LLC	App 86122138	Reg 5423606	<i>Sheda's</i>

Brownie Brittle, LLC	App 86122199	Reg 4809250	<i>XO, Sheila G</i>
Brownie Brittle, LLC	App 85781004	Reg 4479828	SHEILA G'S
Brownie Brittle, LLC	App 85781037	Reg 5279040	BROWNIE BRITTLE
Brownie Brittle, LLC	App 85781057	Reg 4364573	RECIPIENT'S TASTE SHEILA "COOKIE CRUNCH"
Brownie Brittle, LLC	App 85781167	Reg 4927781	WE'VE GOT THE EDGE ON BROWNISS
Brownie Brittle, LLC	App 85781201	Reg 4769061	PIECE, LOVE, BROWNIE BRITTLE