

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malley's Candies, LLC		02/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Farragut SBIC Fund II, LP		
Street Address:	5425 Wisconsin avenue		
Internal Address:	Suite 703		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6254465	CHOC	
Registration Number:	5793172	CHOC	
Registration Number:	4273568	CHOC	
Registration Number:	4142831	MALLEY'S CANDIES	
Registration Number:	3190570	MALLEY'S	
Registration Number:	3190569	MALLEY'S	
Registration Number:	3235571	MALLEY'S CHOCOLATES	
Registration Number:	2795900	TRUFFLELICIOUS	
Registration Number:	1716167	BILLYBOBS	
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>			
Phone:	919-838-2021		
Email:	asimpson@smithlaw.com		
Correspondent Name:	Alex Simpson		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		

CH \$240.00 6254465

ATTORNEY DOCKET NUMBER:	13732.011
NAME OF SUBMITTER:	Alex Simpson
SIGNATURE:	/s/ Alex Simpson
DATE SIGNED:	02/06/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 3, 2023 (this “Agreement”), is made by MALLEY’S CANDIES, LLC, a Delaware limited liability company (the “Grantor”), in favor of FARRAGUT SBIC FUND II, LP, a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Purchasers (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Grantor, the Collateral Agent, the Purchasers from time to time party thereto, and the other parties thereto, have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, the Grantor, the other parties from time to time thereto and Collateral Agent have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Collateral Agent for the ratable benefit of itself and the Purchasers from time to time party to the Purchase Agreement; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agree as follows:

Section 1 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grant to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 2 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent 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 of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 3 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

Section 4 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

Grantor:

MALLEY'S CANDIES, LLC

DocuSigned by:
By: Gordon Liao
Name: Gordon Liao
Its: President

Collateral Agent:

FARRAGUT SBIC FUND II, LP, in its capacity as
Collateral Agent

By: Farragut Capital Partners II, LLC, its General
Partner

By: Farragut Capital Partners, Inc., its Manager


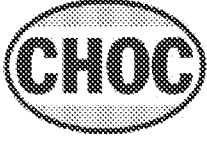
By: 

Name: Philip A. McNeill

Title: President

SCHEDULE I

Registered Trademarks

Name of Grantor	Trademark	Registration Date	Registration Number
Malley's Candies, LLC		---	2031565 (Canada serial number)
Malley's Candies, LLC		1/26/2021	6254465
Malley's Candies, LLC	CHOC	7/2/2019	5793172
Malley's Candies, LLC	CHOC	1/8/2013	4273568
Malley's Candies, LLC	MALLEY'S CANDIES	5/15/2012	4142831
Malley's Candies, LLC	MALLEY'S	1/2/2007	3190570
Malley's Candies, LLC	MALLEY'S	1/2/2007	3190569
Malley's Candies, LLC	MALLEY'S CHOCOLATES	5/1/2007	3235571
Malley's Candies, LLC	TRUFFLELICIOUS	12/16/2003	2795900
Malley's Candies, LLC	BILLYBOBS (Typed Drawing)	9/15/1992	1716167
Malley's Candies, LLC	BORDEAUX	12/20/1991	TM13580 (Ohio TM Entity Number)