

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association		05/17/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Candyrific, LLC		
Street Address:	3738 Lexington Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40207		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3439718	CANDYRIFIC	
Registration Number:	5933112	FANIMATION	
Registration Number:	6342431	YES! ORGANICS	
Registration Number:	6252876	SWEET SQUAD	
Registration Number:	6405104	WE GO TOGETHER LIKE...	
Serial Number:	97438454	PLAYRIFIC	
CORRESPONDENCE DATA			
Fax Number:	6082519166		
<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:	608-251-5000		
Email:	julie.hughes@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	33 East Main Street, Suite 1900		
Address Line 2:	Nikol D. Mellenberger		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	124550.00064		
NAME OF SUBMITTER:	Nikol D. Mellenberger		
SIGNATURE:	/Nikol D. Mellenberger/		

CH \$165.00 3439718

DATE SIGNED:	05/19/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of May 17, 2023, is made by Candyrific, LLC, a Kentucky limited liability company (“**Grantor**”) in favor of Fifth Third Bank, National Association (the “**Secured Party**”).

Grantor, Hilco, LLC, a Kentucky limited liability company, and Secured Party have entered into a Credit and Security Agreement dated as of May 17, 2023 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The

provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

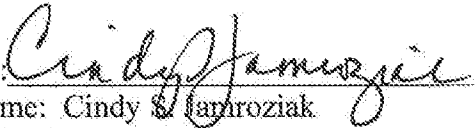
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Name: Cindy S. Jarroziak
Title: Director

Signature Page to Trademark Security Agreement
Candyrific, LLC

TRADEMARK
REEL: 008078 FRAME: 0800

GRANTOR

CANDYRIFIC, LLC, a Kentucky
limited liability company

By: 

Print Name: Robert "B.J." Ruckriegel
Title: Authorized Person, Chief Financial
Officer and Chief Operating Officer

Signature Page to Trademark Security Agreement
Candyrific, LLC

TRADEMARK
REEL: 008078 FRAME: 0801

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration Number/ Application Number	Registration Date	Owner
CANDYRIFIC	3,439,718	03-Jun-2008	Candyrific, LLC
FANIMATION	5,933,112	10-Dec-2019	Candyrific, LLC
YES! ORGANICS	6,342,431	04-May-2021	Candyrific, LLC
SWEET SQUAD	6,252,876	19-Jan-2021	Candyrific, LLC
WE GO TOGETHER LIKE..	6,405,104	29-Jun-2021	Candyrific, LLC
PLAYRIFIC	97/438,454	Published: 25-Apr- 2023	Candyrific, LLC