

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oz Holdings LLC		05/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	150 E. 42nd Street, 40th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77333563	COCOA ROAST	
<b>Serial Number:</b>	87489709	COCOA ROAST	
<b>Serial Number:</b>	87726566	EMERALD	
<b>Serial Number:</b>	72102104	EMERALD	
<b>Serial Number:</b>	78754524	EMERALD	
<b>Serial Number:</b>	72003736	EMERALD	
<b>Serial Number:</b>	77333559	EMERALD COCOA ROAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	6142803566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Matthew T. Callahan		
<b>SIGNATURE:</b>	/Matthew T. Callahan/		

OP \$190.00 77333563

**DATE SIGNED:**

05/31/2023

**Total Attachments: 12**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Oz Holdings LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 30, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Street Address: 150 E. 42nd Street, 40th Floor

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: \_\_\_\_\_

Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

7

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_ /s/Matthew T. Callahan

5/31/23

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this May 30, 2023, by and among **OZ HOLDINGS LLC**, a Delaware limited liability company (“Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 10, 2020, by and among Wizards Nuts LLC (d/b/a Flagstone Foods), a Delaware limited liability company, as lead borrower for the Borrowers referenced below (in such capacity, together with its successors and assigns in such capacity, “Lead Borrower”), Flagstone Foods LLC, a Delaware limited liability company (“Flagstone”), Nutcracker Brands LLC, a Delaware limited liability company (“Nutcracker”) and Grantor (together with Lead Borrower, Flagstone and Nutcracker, each individually, a “Borrower” and collectively, “Borrowers”), any party that becomes a Guarantor thereunder (individually, a “Guarantor” and collectively, “Guarantors”), the lenders from time to time party thereto (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make loans and provide other financial accommodations to Borrowers as set forth in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, the Joinder No. 1 to Security Agreement, dated as of May 30, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any Excluded Collateral.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or allowed or allowable in any Insolvency Proceeding involving Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration promptly, but in any event not later than the date a Compliance Certificate is required to be delivered by Grantor to Agent pursuant to the Credit Agreement for the month ending immediately after any new trademarks are obtained or of any renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

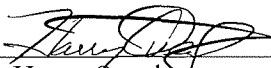
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

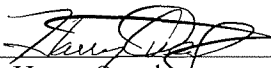
**OZ HOLDINGS LLC**

By:   
Name: Harry Overly  
Title: Chief Executive Officer,  
President and Secretary

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**GRANTOR:**

**OZ HOLDINGS LLC**

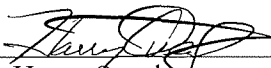
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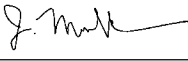
**OZ HOLDINGS LLC**

By:   
Name: Harry Overly  
Title: Chief Executive Officer,  
President and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By:   
Name: Joe Mullen  
Title: Authorized Signatory

Schedule 1  
to  
Trademark Security Agreement

Trademark Registrations and Applications

Mark	Country	App. No. / Reg. No.	Status/Status Date	Owner Information
EMERALD & Design (Shamrock)	Australia	RN: 195659 SN: 195659	Registered June 30, 1965	Oz Holdings LLC
EMERALD & Design (Shamrock)	Bermuda	RN: 6674 SN: 6674	Registered December 18, 1970	Oz Holdings LLC
EMERALD	Canada	RN: 1,252,709 SN: TMAA769	Registered June 9, 2010	Oz Holdings LLC
EMERALD & Design (Hexagon in Color)	Canada	RN: 1,634,829 SN: TMAA904,554	Registered May 26, 2015	Oz Holdings LLC
EMERALD OF CALIFORNIA & Design (Black Octagon W/Sunrays)	Canada	RN: 1,252,708 SN: TMAA721,090	Registered August 15, 2008	Oz Holdings LLC
EMERALD	China (People's Republic)	RN: 16281224 SN: 16281224	Registered March 21, 2017	Oz Holdings LLC
EMERALD & Design (Hexagon in Color)	Costa Rica	RN: 2006-11027 SN: 196441	Registered November 16, 2009	Oz Holdings LLC
EMERALD & Design (Shamrock)	Curacao	RN: 7926 SN: 7246	Registered December 22, 1970	Oz Holdings LLC
EMERALD	European Union (Community)	RN: 004306098 SN: 004306098	Registered March 28, 2006	Oz Holdings LLC
EMERALD & Design (Hexagon in Color)	European Union (Community)	RN: IR1079721 SN: IR1079721	Registered April 28, 2011	Oz Holdings LLC

EMERALD & Design (Shamrock)	France	RN: 79/97 SN: 1650048	Registered May 21, 1990	Oz Holdings LLC
EMERALD & Design (Shamrock)	Guatemala	RN: 1970/9113 SN: 23683	Registered July 20, 1971	Oz Holdings LLC
EMERALD & Design (Cut Diamond)	Guyana	RN: n/a SN: 9022C	Registered February 28, 1973	Oz Holdings LLC
EMERALD	Hong Kong	RN: 300962262 SN: 300962262	Registered July 14, 2008	Oz Holdings LLC
EMERALD & Design (Hexagon in Color)	Int'l Registration - Madrid Protocol Only	RN: 1079721 SN: 1079721	Registered April 28, 2011	Oz Holdings LLC
EMERALD & Design (Hexagon in Color)	Japan	RN: 2007-109360 SN: 5438836	Registered September 16, 2011	Oz Holdings LLC
EMERALD	Korea, Republic of	RN: 40-2007-50193 SN: 40-756344	Registered August 7, 2008	Oz Holdings LLC
EMERALD & Design (Shamrock - Latin and Arabic)	Kuwait	RN: 12475 SN: 11588	Registered August 30, 1980	Oz Holdings LLC
EMERALD & Design (Shamrock - Background Clear)	Nicaragua	RN: 24206 SN: 24206	Registered April 2, 1971	Oz Holdings LLC
EMERALD	Norway	RN: 200603739 SN: 235269	Registered October 3, 2006	Oz Holdings LLC
EMERALD	Panama	RN: 158302-01 SN: 158302	Registered January 15, 2007	Oz Holdings LLC
EMERALD & Design (Hexagon)	Peru	RN: 372262 SN: 155392	Registered August 4, 2009	Oz Holdings LLC
EMERALD & Design (Shamrock With	Qatar	RN: 733	Registered May 23, 1985	Oz Holdings LLC

Arabic)			SN: 733			
EMERALD & Design (Shamrock)	St. Maarten	RN: 7926 SN: 06054	Registered December 22, 1970	Oz Holdings LLC		
EMERALD & Design (Shamrock)	Suriname	RN: n/a SN: 7488	Registered December 24, 1971	Oz Holdings LLC		
EMERALD	Taiwan	RN: 65008303 SN: 88080	Registered March 1, 1977	Oz Holdings LLC		
EMERALD	United Kingdom	RN: UK00904306098 SN: UK00904306098	Registered March 28, 2006	Oz Holdings LLC		
EMERALD & Design (Cut Diamond)	United Kingdom	RN: UK00000546468 SN: UK00000546468	Registered June 21, 1934	Oz Holdings LLC		
EMERALD & Design (Hexagon in Color)	United Kingdom	RN: UK00801079721 SN: UK00801079721	Registered April 28, 2011	Oz Holdings LLC		
COCOA ROAST	United States	RN: 77/333,563 SN: 3,455,993	Registered June 24, 2008	Oz Holdings LLC		
COCOA ROAST	United States	RN: 87/489,709 SN: 5,527,704	Registered July 31, 2018	Oz Holdings LLC		
EMERALD	United States	RN: 87/726,566 SN: 5,519,522	Registered July 17, 2018	Oz Holdings LLC		
EMERALD	United States	RN: 72/102,104 SN: 728,907	Registered March 20, 1962	Oz Holdings LLC		
EMERALD & Design (Hexagon in Color)	United States	RN: 78/754,524 SN: 3,765,476	Registered March 23, 2010	Oz Holdings LLC		
EMERALD (Stylized)	United States	RN: 72/003,736 SN: 639,432	Registered January 1, 1957	Oz Holdings LLC		

EMERALD COCOA ROAST	United States	RN: 77/333,559 SN: 3,498,270	Registered September 9, 2008	Oz Holdings LLC
EMERALD & Design (Cut Diamond)	Uruguay	RN: 406100 SN: 406100	Registered February 23, 1938	Oz Holdings LLC

**TRADEMARK**

**REEL: 008087 FRAME: 0295**

**RECORDED: 05/31/2023**