

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW CARBON COMPANY, LLC		06/16/2023	Limited Liability Company: INDIANA
HEARTLAND FOOD PRODUCTS, LLC		06/16/2023	Limited Liability Company: KANSAS

## RECEIVING PARTY DATA

<b>Name:</b>	Capital One, National Association, Agent
<b>Street Address:</b>	1680 Capital One Drive
<b>City:</b>	McLean
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2506907	CARBON'S
Registration Number:	5047942	CARBON'S GOLDEN MALTED AMERICA'S WAFFLES
Registration Number:	4949842	CARBON'S GOLDEN MALTED AMERICA'S WAFFLE
Registration Number:	1386387	CONE-FLOUR
Registration Number:	4949836	GOLDEN MALTED
Registration Number:	1169494	GOLDEN MALTED
Registration Number:	5039094	HEARTLAND WAFFLED PANCAKES
Registration Number:	5101350	IS THIS REALLY GLUTEN FREE?
Registration Number:	4760451	POUR ON THE FLAVOR
Registration Number:	3068111	ROBBY'S
Registration Number:	1161779	RUGGED I
Registration Number:	6815524	TASTEFARE
Registration Number:	5008022	GOLDEN MALTED SINCE 1937 AMERICA'S WAFFL
Serial Number:	97477278	
Serial Number:	97477271	
Serial Number:	97477275	
Serial Number:	97476601	HEARTLAND WAFFLES

OP \$490.00 2506907

Property Type	Number	Word Mark
Serial Number:	97476603	HEARTLAND WAFFLES
Serial Number:	97477263	HEARTLAND WAFFLES

**CORRESPONDENCE DATA**

**Fax Number:** 8888295817

*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:** 8888295819

**Email:** john.cunningham@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 208 S Lasalle

**Address Line 2:** Suite 814

**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer
<b>SIGNATURE:</b>	/Gregory T. Pealer/
<b>DATE SIGNED:</b>	06/16/2023

**Total Attachments: 10**

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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):

NEW CARBON COMPANY, LLC

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

Citizenship (see guidelines) Indiana

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 16, 2023

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Capital One, National Association, Agent

Street Address: 1680 Capital One Drive

City: McLean

State: Ohio

Country: USA Zip: 22102

- Individual(s)
- Association National Banking Association
- Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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 Schedule I attached.

See Schedule I 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: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-2955

Docket Number: 4410916

Email Address: pealer@chapman.com

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

19

### 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: Gregory T. Pealer for Chapman and Cutler LLP

Signature

June 16, 2023  
Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

**EXHIBIT A**

**TO TRADEMARK COVER SHEET**

**ADDITIONAL CONVEYING PARTY**

1. Name of Conveying Party: HEARTLAND FOOD PRODUCTS, LLC
2. Type of Conveying Party: LLC
3. Citizenship of Conveying Party: Kansas

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2023 (this “*Trademark Security Agreement*”), is made by each of the entities listed on the signature pages hereof (each, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Capital One, National Association (“*Capital One*”), as administrative agent (in such capacity, together with its permitted successors and permitted assigns, “*Agent*”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2023, by Waffle Intermediate Holdco, LLC, a Delaware limited liability company, Waffle Parent, LLC, a Delaware limited liability company (“*Borrower*”), the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the undersigned, hereby pledges to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the “*Trademark Collateral*”); *provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and none of the covenants or representations and warranties herein shall

be deemed to apply to any assets constituting Excluded Property; *provided, further*, that if and when any of the following property of such Grantor shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein:

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;

(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 (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and 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 between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

### SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

### SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on and the security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Upon the termination of this Trademark Security Agreement, Agent shall execute all documents, make all filings, and take all other actions

reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark Security 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

NEW CARBON COMPANY, LLC  
HEARTLAND FOOD PRODUCTS, LLC,  
each, as a Grantor

By:  \_\_\_\_\_

Name: George Russell

Title: President and Secretary



Acknowledged and Agreed as of the  
date first above written:



CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By: Edgar Abreu  
Name: Edgar Abreu  
Title: Assistant Vice President

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**




TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./App. Date</b>	<b>Reg. No./Reg. Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
CARBON'S	United States	76205774 / 2/6/2021	2506907 / 11/13/2021	Registered	NEW CARBON COMPANY, LLC
CARBON'S GOLDEN MALTED AMERICA'S WAFFLE SINCE 1937 	United States	86711734 / 7/31/2015	5047942 / 9/27/2016	Registered	NEW CARBON COMPANY, LLC
CARBON'S GOLDEN MALTED AMERICA'S WAFFLE SINCE 1937 	United States	86711767 / 7/31/2015	4949842 / 5/3/2016	Registered	NEW CARBON COMPANY, LLC
CONE-FLOUR	United States	73548557 / 7/17/1985	1386387/ 3/11/1986	Registered	NEW CARBON COMPANY, LLC
Golden Malted	United States	86711689 / 7/31/2015	4949836 / 5/3/2016	Registered	NEW CARBON COMPANY, LLC
Golden Malted	United States	73198452 / 12/19/1978	1169494 / 9/15/1981	Registered	NEW CARBON COMPANY, LLC
HEARTLAND WAFFLED PANCAKES	United States	86704466 / 7/24/2015	5039094 / 9/13/2016	Registered	HEARTLAND FOOD PRODUCTS, LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
IS THIS REALLY GLUTEN FREE?	United States	86711572 / 7/31/2015	5101350 / 12/13/2016	Registered	HEARTLAND FOOD PRODUCTS, LLC
POUR ON THE FLAVOR	United States	76715358 / 11/13/2013	4760451 / 6/23/2015	Registered	HEARTLAND FOOD PRODUCTS, INC.
ROBBY'S	United States	78593077 / 3/23/2005	3068111 / 3/14/2006	Registered	NEW CARBON COMPANY, LLC
RUGGED I	United States	73143321 / 10/3/1977	1161779 / 7/21/1981	Registered	NEW CARBON COMPANY, LLC
TASTEFARE	United States	88694950 / 11/15/2019	6815524 / 8/09/2022	Registered	NEW CARBON COMPANY, LLC
GOLDEN MALTED SINCE 1937 AMERICA'S WAFFLE	United States	86853505 / 12/18/2015	5008022 / 07/26/2016	Registered	NEW CARBON COMPANY, LLC

2. TRADEMARK APPLICATIONS

Mark	Jurisdiction	App. No./App. Date	Current Owner of Record
Design Only 	United States	97477278 / 6/27/2022	HEARTLAND FOOD PRODUCTS, LLC
Design Only 	United States	97477271 / 6/27/2022	HEARTLAND FOOD PRODUCTS, LLC
Design Only 	United States	97477275 / 6/27/2022	HEARTLAND FOOD PRODUCTS, LLC
HEARTLAND WAFFLES	United States	97476601 / 6/27/2022	HEARTLAND FOOD PRODUCTS, LLC

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./App. Date</b>	<b>Current Owner of Record</b>
HEARTLAND WAFFLES	United States	97476603 / 6/27/2022	HEARTLAND FOOD PRODUCTS, LLC
HEARTLAND WAFFLES	United States	97477263 / 6/27/2022	HEARTLAND FOOD PRODUCTS, LLC