

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DYMA Brands, Inc.		06/22/2023	Corporation: DELAWARE
DYMA Brands Intermediate Holdings, Inc.		06/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4118549	BELLA MIGLIORE	
<b>Registration Number:</b>	5124284	BITS-O-BAC'N	
<b>Registration Number:</b>	2689524	BITS-O-BAC'N	
<b>Registration Number:</b>	5555786	CAFÉ DELIGHT	
<b>Registration Number:</b>	5633713	CAFÉ DELIGHT	
<b>Registration Number:</b>	6008257	CAFÉ DELIGHT	
<b>Registration Number:</b>	5650146	CAFE' DELIGHT	
<b>Registration Number:</b>	2031749	CHEF'S COMPANION	
<b>Registration Number:</b>	3089616	CAFE' DELIGHT	
<b>Registration Number:</b>	2681224	CHEF'S SEASONING	
<b>Registration Number:</b>	5132784	COFFEE SHOPPE	
<b>Registration Number:</b>	7040916	FLAVOR FRESH	
<b>Registration Number:</b>	7040915	FLAVOR FRESH	
<b>Registration Number:</b>	5559972	FLAVOR FRESH	
<b>Registration Number:</b>	5124285	HEART SMART	
<b>Registration Number:</b>	3056672	HEART SMART	
<b>Registration Number:</b>	5137109	HOUSE BLEND	

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Property Type	Number	Word Mark
Registration Number:	3061353	HOUSE BLEND
Registration Number:	2981728	LITE DELITE
Registration Number:	6052844	MARRAKESH EXPRESS
Registration Number:	2285621	MARRAKESH EXPRESS
Registration Number:	0881779	PACKET BRAND
Registration Number:	2807346	POCO PAC
Registration Number:	1279143	SINGLE SERV
Registration Number:	2584719	SINGLE SERV
Registration Number:	1039460	SWEET CRYSTALS
Registration Number:	1976671	SWEET THING
Registration Number:	5650277	THE DYNAMITE CUP
Registration Number:	1906728	GOLD 'N NATURAL
Registration Number:	2168796	GOLD'N NATURAL
Registration Number:	5559973	TREEMONT FARMS
Registration Number:	3698908	ULTRA
Registration Number:	5555767	CAFÉ DELIGHT
Registration Number:	3150136	COFFEE SHOPPE

**CORRESPONDENCE DATA**

Fax Number: 2158325619

*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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsenye (KH 074658-22115)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-22115
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsenye
<b>SIGNATURE:</b>	/Timothy D. Pecsenye/
<b>DATE SIGNED:</b>	06/23/2023

**Total Attachments: 8**

- source=IP Security Agreement (PNC-DYMA) - Executed#page1.tif
- source=IP Security Agreement (PNC-DYMA) - Executed#page2.tif
- source=IP Security Agreement (PNC-DYMA) - Executed#page3.tif
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- source=IP Security Agreement (PNC-DYMA) - Executed#page6.tif
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- source=IP Security Agreement (PNC-DYMA) - Executed#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 22nd day of June, 2023, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among DYMA BRANDS, INC., a Delaware corporation ("DYMA", together with each other Person joined thereto as a borrower from time to time collectively, the "Borrowers" and, each a "Borrower"), DYMA BRANDS INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("DYMA Intermediate Holdings", together with each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the financial institutions named therein or which hereafter become a party thereto as lenders (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first-priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and mask works (collectively, the "Trademarks"), copyrights and copyright applications (collectively, "Copyrights"), patents and patent applications (collectively, the "Patents"), any Licenses for any of the foregoing (collectively, the "Licenses"), including those referred to on Schedule I hereto, and any licenses for and the associated goodwill in connection with any of the foregoing;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Copyright, Patent or License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Copyrights, Patents or Licenses, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks, Copyrights, Patents or Licenses. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks, Copyrights, Patents or Licenses of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Other Document refer to this Agreement or such Other Document, as the case

may be, as a whole and not to any particular provision of this Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

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

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**DYMA BRANDS, INC.,**  
a Delaware corporation

By:   
Name: Michael Scott  
Title: Chief Financial Officer

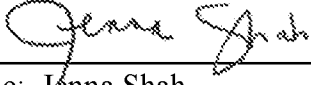
**DYMA BRANDS INTERMEDIATE HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Michael Scott  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Jenna Shah  
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008107 FRAME: 0844**

SCHEDULE I


**Trademarks:**

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Serial Number
BELLA MIGLIORE	USA	Dyma Brands, Inc.	03/27/2012	4118549	85395273
BITS-O-BAC'N	USA	Dyma Brands, Inc.	01/17/2017	5124284	87079791
BITS-O-BAC'N	USA	Dyma Brands, Inc.	02/18/2003	2689524	76240369
CAFÉ DELIGHT	USA	Dyma Brands, Inc.	09/04/2018	5555786	87814050
	USA	Dyma Brands, Inc.	12/18/2018	5633713	87448169
	USA	Dyma Brands, Inc.	03/10/2020	6008257	87245657
CAFÉ DELIGHT	USA	Dyma Brands, Inc.	01/08/2019	5650146	87449217
	USA	Dyma Brands, Inc.	01/21/1997	2031749	74724633
CAFÉ DELIGHT	USA	Dyma Brands, Inc.	05/09/2006	3089616	78510375
CHEF'S SEASONING	USA	Dyma Brands, Inc.	01/28/2003	2681224	78097497
COFFEE SHOPPE	USA	Dyma Brands, Inc.	01/31/2017	5132784	87067611

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Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Serial Number
FLAVOR FRESH	USA	Dyma Brands, Inc.	03/14/2022	7040916	97311015
FLAVOR FRESH	USA	Dyma Brands, Inc.	03/14/2022	7040915	97311008
FLAVOR FRESH	USA	Dyma Brands, Inc.	09/11/2018	5559972	87764159
HEART SMART	USA	Dyma Brands, Inc.	01/17/2017	5124285	87079801
HEART SMART	USA	Dyma Brands, Inc.	01/31/2006	3056672	78506727
HOUSE-BLEND	USA	Dyma Brands, Inc.	02/07/2017	5137109	87079806
HOUSE BLEND	USA	Dyma Brands, Inc.	02/21/2006	3061353	78512279
LITE DELITE	USA	Dyma Brands, Inc.	08/02/2005	2981728	78193448
MARRAKESH EXPRESS	USA	Dyma Brands, Inc.	05/12/2020	6052844	88650756
MARRAKESH EXPRESS	USA	Dyma Brands, Inc.	10/12/1999	2285621	75600014
<i>Rocket</i> 	USA	Dyma Brands, Inc.	12/02/1969	0881779	72299656
POCO PAC	USA	Dyma Brands, Inc.	01/20/2004	2807346	76449849
SINGLE SERV	USA	Dyma Brands, Inc.	05/22/1984	1279143	73408570
SINGLE SERV	USA	Dyma Brands, Inc.	06/25/2002	2584719	76148999
SWEET CRYSTALS	USA	Dyma Brands, Inc.	05/18/1976	1039460	73026877
SWEET THING	USA	Dyma Brands, Inc.	05/28/1996	1976671	74691673
THE DYNAMITE CUP	USA	Dyma Brands, Inc.	01/08/2019	5650277	87507677
GOLD 'N NATURAL	USA	Dyma Brands, Inc.	07/18/1995	1906728	74451572

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Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Serial Number
 GOLD'N NATURAL	USA	Dyma Brands, Inc.	11/15/1995	2168796	75020222
TREEMONT FARMS	USA	Dyma Brands, Inc.	09/11/2018	5559973	87764163
ULTRA	USA	Dyma Brands, Inc.	10/20/2009	3698908	77724167
THE DYNAMITE CUP	USA	Dyma Brands, Inc.	01/08/2019	5650277	87507677
CAFE DELIGHT	USA	Dyma Brands, Inc.	09/04/2018	5555767	87811354
COFFEE SHOPE	USA	Dyma Brands, Inc.	09/26/2006	3150136	78511540

**Patents:**

None.

**Copyrights:**

None.

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**TRADEMARK**

**REEL: 008107 FRAME: 0847**

**RECORDED: 06/23/2023**