

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST --TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lenny & Larry's, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as collateral agent		
Street Address:	1251 Avenue of the Americas		
Internal Address:	Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6943476	BAKED NUTRITION	
Registration Number:	5066102	BAKED NUTRITION	
Registration Number:	6958443	COOKIE-FIED	
Registration Number:	6939512	LENNY & LARRY'S	
Registration Number:	4973312	LENNY & LARRY'S	
Registration Number:	4836537	LENNY & LARRY'S	
Registration Number:	6025637	LENNY & LARRY'S KETO COOKIE	
Registration Number:	6336906	LENNY & LARRY'S THE BOSS! COOKIE	
Registration Number:	5428841	MAKE PROTEIN FUN!	
Registration Number:	3650738	MUSCLE BROWNIE	
Registration Number:	3712822	MUSCLE MUFFIN	
Registration Number:	6783549	PROTEIN LEADER. FLAVOR RULER.	
Registration Number:	6206646	SHOCKINGLY DELICIOUS	
Registration Number:	6531645	THE COMPLETE BAR	
Registration Number:	4795096	THE COMPLETE COOKIE	
Registration Number:	6783550	THE COMPLETE COOKIE-FIED BAR	
Registration Number:	6070799	THE COMPLETE CREMES	
Registration Number:	5777386	THE COMPLETE CRUNCHY COOKIES	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	5722558	THE COMPLETE MUFFIN
Registration Number:	5680845	LENNY & LARRY'S COOKIES FOR KIDS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kate Waterman

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	K. Waterman - 77318.0009
NAME OF SUBMITTER:	Kate Waterman
SIGNATURE:	/Kate Waterman/
DATE SIGNED:	06/30/2023

Total Attachments: 6

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 30, 2023, by Lenny & Larry's, LLC, a Delaware limited liability company ("Grantor"), in favor of TCW Asset Management Company LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 30, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral") other than Excluded Property (as defined in the Security Agreement), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement (unless expressly provided to the contrary in another Loan Document in respect of such other Loan Document) shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

LENNY & LARRY'S, LLC


By: _____

Name: Juan Carlos Bertini

Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
BAKED NUTRITION	U.S. Federal	REGISTERED	97461555	16-JUN-2022	6943476	03-JAN-2023
BAKED NUTRITION	U.S. Federal	REGISTERED Supplemental Register	86792731	19-OCT-2015	5066102	18-OCT-2016
COOKIE-FIED	U.S. Federal	REGISTERED	90579293	15-MAR-2021	6958443	17-JAN-2023
LENNY & LARRY'S	U.S. Federal	REGISTERED	97075299	14-OCT-2021	6939512	03-JAN-2023
LENNY & LARRY'S 	U.S. Federal	REGISTERED	86884111	22-JAN-2016	4973312	07-JUN-2016
LENNY & LARRY'S	U.S. Federal	REGISTERED	86570227	19-MAR-2015	4836537	20-OCT-2015
LENNY & LARRY'S COOKIES FOR KIDS	U.S. Federal	REGISTERED	86597204	14-APR-2015	5680845	19-FEB-2019
LENNY & LARRY'S KETO COOKIE	U.S. Federal	REGISTERED	88480134	19-JUN-2019	6025637	31-MAR-2020

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
LENNY & LARRY'S THE BOSS! COOKIE	U.S. Federal	REGISTERED	90073003	24-JUL-2020	6336906	27-APR-2021
MAKE PROTEIN FUN!	U.S. Federal	REGISTERED	86794121	21-OCT-2015	5428841	20-MAR-2018
MUSCLE BROWNIE	U.S. Federal	REGISTERED	77636457	18-DEC-2008	3650738	07-JUL-2009
MUSCLE MUFFIN	U.S. Federal	REGISTERED	77449816	16-APR-2008	3712822	17-NOV-2009
PROTEIN LEADER. FLAVOR RULER.	U.S. Federal	REGISTERED	90579268	15-MAR-2021	6783549	05-JUL-2022
SHOCKINGLY DELICIOUS	U.S. Federal	REGISTERED	88438619	20-MAY-2019	6206646	24-NOV-2020
THE COMPLETE BAR	U.S. Federal	REGISTERED	88861958	07-APR-2020	6531645	19-OCT-2021
THE COMPLETE COOKIE	U.S. Federal	REGISTERED	86507354	19-JAN-2015	4795096	18-AUG-2015
THE COMPLETE COOKIE-FIED BAR	U.S. Federal	REGISTERED	90579286	15-MAR-2021	6783550	05-JUL-2022
THE COMPLETE CREMES	U.S. Federal	REGISTERED	88421105	08-MAY-2019	6070799	02-JUN-2020

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
THE COMPLETE CRUNCHY COOKIES	U.S. Federal	REGISTERED	88004972	18-JUN-2018	5777386	11-JUN-2019
THE COMPLETE MUFFIN	U.S. Federal	REGISTERED	86614071	29-APR-2015	5722558	09-APR-2019