

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843053

|                                   |                               |                           |  |
|-----------------------------------|-------------------------------|---------------------------|--|
| <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>                     |
| St. Paul Candy Company, LLC       |                               | 09/21/2023                | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                               |                           |  |
| <b>Name:</b>                      | ExWorks Capital Fund I, L.P.  |                           |  |
| <b>Street Address:</b>            | 1216 Deerfield Road           |                           |  |
| <b>Internal Address:</b>          | Attn: Stephen L. Kunkel       |                           |  |
| <b>City:</b>                      | Deerfield                     |                           |  |
| <b>State/Country:</b>             | ILLINOIS                      |                           |  |
| <b>Postal Code:</b>               | 60015                         |                           |  |
| <b>Entity Type:</b>               | Limited Partnership: DELAWARE |                           |  |
| <b>PROPERTY NUMBERS Total: 16</b> |                               |                           |  |
| <b>Property Type</b>              | <b>Number</b>                 | <b>Word Mark</b>          |  |
| <b>Registration Number:</b>       | 5460052                       | 7TH STREET CONFECTIONS    |  |
| <b>Registration Number:</b>       | 0371667                       | BUN                       |  |
| <b>Registration Number:</b>       | 2257335                       | BUN                       |  |
| <b>Registration Number:</b>       | 6041689                       |                           |  |
| <b>Registration Number:</b>       | 2112401                       |                           |  |
| <b>Registration Number:</b>       | 1052149                       | NUT GOODIE                |  |
| <b>Registration Number:</b>       | 0671289                       | PEARSON'S                 |  |
| <b>Registration Number:</b>       | 6051978                       | PEARSON'S                 |  |
| <b>Registration Number:</b>       | 0684165                       | PEARSON'S                 |  |
| <b>Registration Number:</b>       | 6062963                       | PEARSON'S MINT PATTIES    |  |
| <b>Registration Number:</b>       | 4741804                       | PEARSON'S SALTED NUT ROLL |  |
| <b>Registration Number:</b>       | 6041683                       | SALTED NUT ROLL           |  |
| <b>Registration Number:</b>       | 6618993                       | PEARSON'S SALTED NUT ROLL |  |
| <b>Registration Number:</b>       | 6618994                       | SALTED NUT ROLL           |  |
| <b>Registration Number:</b>       | 6618992                       | PEARSON'S NUT GOODIE      |  |
| <b>Registration Number:</b>       | 6618995                       | PEARSON'S MINT PATTIES    |  |
| <b>CORRESPONDENCE DATA</b>        |                               |                           |  |

OP \$415.00 5460052

**Fax Number:** 9134510875

***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:** 9134515103

**Email:** tmdocket@lathrogpm.com, tiffany.oxendine@lathrogpm.com

**Correspondent Name:** Amy Brozenic

**Address Line 1:** 2345 Grand Blvd., Suite 2200

**Address Line 4:** Kansas City, MISSOURI 64108-2618

|                           |              |
|---------------------------|--------------|
| <b>NAME OF SUBMITTER:</b> | Amy Brozenic |
|---------------------------|--------------|

|                   |                |
|-------------------|----------------|
| <b>SIGNATURE:</b> | /Amy Brozenic/ |
|-------------------|----------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 09/29/2023 |
|---------------------|------------|

**Total Attachments: 5**

source=ExWorks\_Trademark Security Agreement - St. Paul - executed(62505904.1) (002)#page1.tif

source=ExWorks\_Trademark Security Agreement - St. Paul - executed(62505904.1) (002)#page2.tif

source=ExWorks\_Trademark Security Agreement - St. Paul - executed(62505904.1) (002)#page3.tif

source=ExWorks\_Trademark Security Agreement - St. Paul - executed(62505904.1) (002)#page4.tif

source=ExWorks\_Trademark Security Agreement - St. Paul - executed(62505904.1) (002)#page5.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of September 21, 2023, is made by St. Paul Candy Company, LLC, a Delaware limited liability company ("Grantor") in favor of ExWorks Capital Fund I, L.P., in its capacity as Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

Grantor, Edward Marc Brands, LLC, Annabelle Candy Co., LLC, Seattle Gourmet Foods, LLC (jointly and severally, "Borrower"), Annabelle Acquisition Co., LLC and Secured Party, Chiron Financial LLC and EFP Holdings, Inc. (collectively, "Lenders") have entered into a Loan, Security and Intercreditor Agreement dated as of the date hereof (the "Loan Agreement").

Under the terms of the Loan Agreement, Grantor has granted to Secured Party for the benefit of the Lenders 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 pledges and 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 Loan Agreement, which is hereby incorporated by reference. The

provisions of the Loan 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 Loan 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

ExWorks Capital Fund I, L.P.,  
as Agent

GRANTOR

St. Paul Candy Company, LLC,  
a Delaware limited liability company

By: 

Stephen D. Kunkel, not individually, but solely  
as court-appointed receiver for ExWorks Capital  
Fund I, L.P. in that certain case entitled CIBC  
Bank USA v. ExWorks Capital Fund I, L.P.,  
pending in the Circuit Court of Cook County,  
Illinois as Case No. 2021 CH 06191

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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


SECURED PARTY

ExWorks Capital Fund I, L.P.,  
as Agent

GRANTOR

St. Paul Candy Company, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Stephen L. Kunkel, not individually, but solely  
as court-appointed receiver for ExWorks Capital  
Fund I, L.P. in that certain case entitled CIBC  
Bank USA v. ExWorks Capital Fund I, L.P.,  
pending in the Circuit Court of Cook County,  
Illinois as Case No. 2021 CH 06191

By:  \_\_\_\_\_  
Print Name: Jacqueline Brooks  
Title: Vice President

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

| Country | Trademark                 | Status     | Registration No. | Registration Date |
|---------|---------------------------|------------|------------------|-------------------|
| US      | 7TH STREET CONFECTIONS    | Registered | 5460052          | 01-May-2018       |
| US      | BUN                       | Registered | 371667           | 03-Oct-1939       |
| US      | BUN                       | Registered | 2257335          | 29-Jun-1999       |
| US      | Crown Logo                | Registered | 6041689          | 28-Apr-2020       |
| US      | Bee Logo                  | Registered | 2112401          | 11-Nov-1997       |
| US      | NUT GOODIE                | Registered | 1052149          | 02-Nov-1976       |
| US      | PEARSON'S                 | Registered | 671289           | 16-Dec-1958       |
| US      | PEARSON'S                 | Registered | 6051978          | 12-May-2020       |
| US      | PEARSON'S                 | Registered | 684165           | 25-Aug-1959       |
| US      | PEARSON'S MINT PATTIES    | Registered | 6062963          | 26-May-2020       |
| US      | PEARSON'S SALTED NUT ROLL | Registered | 4741804          | 26-May-2015       |
| US      | SALTED NUT ROLL           | Registered | 6041683          | 28-Apr-2020       |
| US      | PEARSON'S SALTED NUT ROLL | Registered | 6618993          | 18-Jan-2022       |
| US      | SALTED NUT ROLL           | Registered | 6618994          | 18-Jan-2022       |
| US      | PEARSON'S NUT GOODIES     | Registered | 6618992          | 18-Jan-2022       |
| US      | PEARSON'S MINT PATTIES    | Registered | 6618995          | 18-Jan-2022       |
| MX      | PEARSON'S                 | Registered | 527039           | 24-Jul-1996       |
| MX      | PEARSON'S & Design        | Registered | 520472           | 18-Apr-1996       |
| CA      | PEARSON'S                 | Registered | TMA444337        | 23-Jun-1995       |
| CA      | PEARSON'S & Design        | Registered | TMA459658        | 21-Jun-1996       |