

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edward Marc Brands, LLC		09/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ExWorks Capital Fund I, L.P.		
Street Address:	1216 Deerfield Road		
Internal Address:	Attn: Stephen L. Kunkel		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86214691	SNAPPERS	
Serial Number:	78852816	EDWARD MARC CHOCOLATIER	
Serial Number:	85066507	EDWARD MARC	
Serial Number:	85066502	EDWARD MARC	
Serial Number:	86849833	SNAPPERS	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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>			
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		
NAME OF SUBMITTER:	Amy Brozenic		
SIGNATURE:	/Amy Brozenic/		
DATE SIGNED:	09/29/2023		

OP \$140.00 86214691

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of September 21, 2023, is made by Edward Marc Brands, 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, Annabelle Candy Co., LLC, Seattle Gourmet Foods, LLC, St. Paul Candy Company, 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.

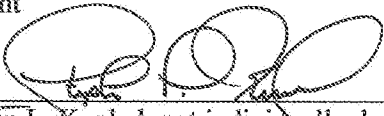
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed 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

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

GRANTOR

Edward Marc Brands, LLC,
a Delaware limited liability company

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

By: _____

Print Name: _____

Title: _____

GRANTOR

Edward Marc Brands, LLC,
a Delaware limited liability company

By:  _____

Print Name: Jacqueline Brooks

Title: Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Country	Trademark	Status	Registration No.	Registration Date
AUS	Snappers	Registered	1666527	3/23/15
CAN	Snappers	Registered	1691499	2/5/18
CHI	Snappers	Registered	36277378	9/28/19
CHI	Edward Marc Chocolatier	Registered	36266056	9/28/19
EU	Snappers	Registered	1228516	9/4/14
WIPO	Snappers	Registered	1228516	9/4/14
JAP	Snappers	Registered	1228516	9/4/14
MEX	Snappers	Registered	1228516	10/23/15
ROK	Snappers	Registered	1228516	9/4/14
UK	Snappers	Registered	1228516	11/2/15
USA	Snappers	Registered	86/214,691	8/25/15
USA	Edward Marc Chocolatier	Registered	78/852,816	12/4/07
USA	Edward Marc	Registered	85/066,507	3/22/11
USA	Edward Marc & Design	Registered	85/066,502	3/22/11
USA	Snappers	Registered	86/849,833	8/9/16