

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM843056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Annabelle Candy Co., LLC		09/21/2023	Limited Liability Company: CALIFORNIA
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: 12			
Property Type	Number	Word Mark	
Registration Number:	1201329	A	
Registration Number:	1524729	ABBA-ZABA	
Registration Number:	1531076	ABBA-ZABA	
Registration Number:	2820160	ANNABELLE	
Registration Number:	1579285	ANNABELLE'S	
Registration Number:	4543062	ANNABELLE'S ROCKY ROAD	
Registration Number:	0503592	BIG HUNK	
Registration Number:	0561781	LOOK	
Registration Number:	1816062	LOOK!	
Registration Number:	0976056	ROCKY ROAD	
Registration Number:	1760137	ROCKYROAD	
Registration Number:	1026914	U-NO	
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		

OP \$315.00 1201329

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

Total Attachments: 5

source=ExWorks_Trademark Security Agreement - Annabelle Candy Co. - executed(62505928.1)#page1.tif
source=ExWorks_Trademark Security Agreement - Annabelle Candy Co. - executed(62505928.1)#page2.tif
source=ExWorks_Trademark Security Agreement - Annabelle Candy Co. - executed(62505928.1)#page3.tif
source=ExWorks_Trademark Security Agreement - Annabelle Candy Co. - executed(62505928.1)#page4.tif
source=ExWorks_Trademark Security Agreement - Annabelle Candy Co. - executed(62505928.1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of September 21, 2023, is made by Annabelle Candy Co., LLC, a California 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, St. Paul Candy Company, 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

Annabelle Candy Co., LLC,
a California 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: _____

Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008214 FRAME: 0067

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

Annabelle Candy Co., LLC,
a California limited liability company

By: _____
Stephen L. Kunkel, not individually, but solely
as court-appointed receiver for ExWorks Capital

By:  _____
Print Name: Jacqueline Brooks
Title: Vice President

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

SCHEDULE 1
TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Grantor	Country	Trademark	Registration or Application/ Serial Number	Registration/ Filing Date
Annabelle Candy Co., LLC	US	A (STYLIZED)	1,201,329	04/30/1979
Annabelle Candy Co., LLC	US	ABBA-ZABA	1,524,729	03/31/1988
Annabelle Candy Co., LLC	US	ABBA-ZABA AND DESIGN	1,531,076	03/31/1988
Annabelle Candy Co., LLC	US	ANNABELLE	2,820,160	09/19/2000
Annabelle Candy Co., LLC	US	ANNABELLE'S	1,579,285	05/17/1989
Annabelle Candy Co., LLC	US	ANNABELLE'S ROCKY ROAD	4,543,062	10/16/2013
Annabelle Candy Co., LLC	US	BIG HUNK (STYLIZED)	0,503,592	07/05/1947
Annabelle Candy Co., LLC	US	LOOK (STYLIZED)	0,561,781	12/12/1949
Annabelle Candy Co., LLC	US	LOOK! (STYLIZED)	1,816,062	03/19/1993
Annabelle Candy Co., LLC	US	ROCKY ROAD	0,976,056	04/23/1973
Annabelle Candy Co., LLC	US	ROCKY ROAD AND DESIGN	1,760,137	08/07/1992
Annabelle Candy Co., LLC	US	U-NO	1,026,914	04/16/1975