TRADEMARK ASSIGNMENT COVER SHEET

900804889

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM844068

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BAZOOKA COMPANIES, INC.		10/06/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Collateral Agent
Street Address:	100 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 50

900804889

Degistration Number		Word Mark
Registration Number:	3193908	2-D-MAX
Registration Number:	5136879	APPLE ATTACK
Registration Number:	3011955	BABY BOTTLE POP
Registration Number:	3176343	BABY BOTTLE POP
Serial Number:	97137854	
Registration Number:	5927519	BABY BOTTLE POP GUMMY BLAST
Registration Number:	1896290	BAZOOKA
Registration Number:	3011956	BAZOOKA
Registration Number:	3703303	BAZOOKA
Registration Number:	4537936	BAZOOKA
Serial Number:	97072828	BAZOOKA
Registration Number:	5955430	BAZOOKA
Registration Number:	3761834	BAZOOKA CANDY BRANDS
Registration Number:	3839069	BAZOOKA CANDY BRANDS
Registration Number:	0673216	BAZOOKA JOE
Registration Number:	4804380	BAZOOKA JOE
Registration Number:	5747388	BAZOOKA JOE
Registration Number:	5434927	BAZOOKA JOE
Registration Number:	5136878	BLUE REBEL

REEL: 008219 FRAME: 0901

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4704407	CANDYMANIA
Registration Number:	5880464	CANDYMANIA
Registration Number:	6357490	COLORFEST
Registration Number:	7075439	DJ DROPZ
Registration Number:	4499754	EDIBLE BLING
Registration Number:	4455297	EDIBLE ENTERTAINMENT
Registration Number:	3968394	JUICY DROP
Serial Number:	98113353	JUICY DROP POP
Registration Number:	3608842	JUMBO PUSH POP
Registration Number:	5471273	MATCHEMS
Registration Number:	2321391	
Registration Number:	5927235	
Registration Number:	1846873	
Registration Number:	5070219	MYSTERIES
Registration Number:	3107480	PUSH POP
Registration Number:	390109	
Registration Number:	6756943	PUSH POP
Registration Number:	6820837	PUSH POP
Registration Number:	7014202	PUSH POP GUMMY POP-ITS
Registration Number:	7127582	PUSHY
Registration Number:	4000325	RATTLERZ
Registration Number:	1040693	RING POP
Registration Number:	3013798	RING POP
Registration Number:	3009371	RING POP
Registration Number:	5450910	RING POP
Registration Number:	5634164	RING POP
Registration Number:	6442813	SEA SPLASHERZ
Registration Number:	3551516	SLIDERZ
Registration Number:	6005906	THROWBACK ORIGINAL BAZOOKA BUBBLE GUM
Registration Number:	6219771	TOTALLY AWESOME
Registration Number:	2409144	TRIPLE POWER PUSH POP

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: Dax Zhang

Address Line 1: Weil, Gotshal & Manges LLP

TRADEMARK

REEL: 008219 FRAME: 0902

Address Line 2: Address Line 4:		767 Fifth Avenue New York, NEW YORK 10153						
ATTORNEY DOCKET NUMBER:	:	Dax Zhang-42772.0008						
NAME OF SUBMITTER:		DAX ZHANG						
SIGNATURE:		/DAX ZHANG/						
DATE SIGNED:		10/06/2023						
Total Attachments: 10								
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 6, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") is made by THE BAZOOKA COMPANIES, INC., a Delaware corporation (the "<u>Grantor</u>") in favor of Golub Capital Markets LLC, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement referred to herein, as applicable.

WHEREAS, BLAST PARENT INC., a Delaware corporation ("Holdings"), BLAST BIDCO INC., a Delaware corporation (the "Borrower"), GOLUB CAPITAL MARKETS LLC, as Administrative Agent, Collateral Agent and an L/C Issuer, and each lender from time to time party thereto (collectively, the "Lenders" and, individually, a "Lender") have entered into that certain Credit Agreement, dated as of October 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to extend credit to the Borrower, the L/C Issuers have severally agreed to issue Letters of Credit for the account of the Borrower, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of October 6, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend credit, of the L/C Issuers to issue Letters of Credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor hereby assigns and pledges to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"):

(a) the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in <u>Schedule A</u> hereto, together with all goodwill associated therewith.

provided, that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Assets for

so long as such property constitutes Excluded Assets (provided that any Proceeds of Excluded Assets shall not constitute Excluded Assets unless and only for so long as such Proceeds also otherwise constitute Excluded Assets).

SECTION 2. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 4. <u>Grants, Rights and Remedies</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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

THE BAZOOKA COMPANIES, INC., as Grantor A . 1

Ву

Name: Michael Brandstaedter

Title: President and Chief Executive Officer

GOLUB CAPITAL MARKETS LLC,

as Collateral Agent

Ву

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE A

United States Trademarks and Trademark Applications

Jurisdicti on	Mark	lmage	Status	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner
United States of America	2-D-MAX		Register ed	78/833504	Mar-09- 2006	3193908	Jan-02- 2007	The Bazooka Compani es, Inc. (DE Corp)
United States of America	APPLE ATTACK		Register ed	87/074708	Jun-16- 2016	5136879	Feb-07- 2017	The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	BABY BOTTLE POP		Register ed	78/209107	Jan-30- 2003	3011955	Nov-01- 2005	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BABY BOTTLE POP		Register ed	78/647397	Jun-09- 2005	3176343	Nov-28- 2006	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BABY BOTTLE POP (AND DESIGN)		Publishe d	97/137854	Nov-22- 2021			The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	BABY BOTTLE POP GUMMY BLAST		Register ed	87/876007	Apr-13- 2018	5927519	Dec-03- 2019	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA		Register ed	7 4 /309317	Aug-31- 1992	1896290	May-30- 1995	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA		Register ed	78/209112	Jan-30- 2003	3011956	Nov-01- 2005	The Bazooka Compani es, Inc. (DE Corp)

Jurisdicti on	Mark	lmage	Status	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner
United States of America	BAZOOKA		Register ed	77/618881	Nov-20- 2008	3703303	Oct-27- 2009	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA		Register ed	77/983600	Nov-04- 2009	4537936	May-27- 2014	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA		Pending	97/072828	Oct-13- 2021			The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	BAZOOKA (STYLIZED) (2019)	Bazooka	Register ed	88/492086	Jun-27- 2019	5955430	Jan-07- 2020	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA CANDY BRANDS		Register ed	77/682035	Mar-03- 2009	3761834	Mar-16- 2010	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA CANDY BRANDS (STYLIZED)		Register ed	77/794388	Jul-31- 2009	3839069	Aug-24- 2010	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA JOE		Register ed	72/046778	Feb-27- 1958	0673216	Jan-27- 1959	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA JOE		Register ed	85/626034	May-15- 2012	4804380	Sep-01- 2015	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BAZOOKA JOE		Register ed	87/980025	Jul-08- 2016	5747388	May-07- 2019	The Bazooka Compani es, Inc. (DE Corp)

Jurisdicti on	Mark	lmage	Status	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner
United States of America	BAZOOKA JOE		Register ed	87/976765	Jul-08- 2016	5434927	Mar-27- 2018	The Bazooka Compani es, Inc. (DE Corp)
United States of America	BLUE REBEL		Register ed	87/074705	Jun-16- 2016	5136878	Feb-07- 2017	The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	CANDYMANIA		Register ed	85/911686	Apr-23- 2013	4704407	Mar-17- 2015	The Bazooka Compani es, Inc. (DE Corp)
United States of America	CANDYMANIA		Register ed	87/310210	Jan-23- 2017	5880464	Oct-08- 2019	The Bazooka Compani es, Inc. (DE Corp)
United States of America	COLORFEST		Register ed	88/893189	Apr-29- 2020	6357490	M ay-18- 2021	The Bazooka Compani es, Inc. (DE Corp)
United States of America	DJ DROPZ		Register ed	88/400202	Apr-2 4 - 2019	7075439	Jun-06- 2023	The Bazooka Compani es, Inc. (DE Corp)
United States of America	EDIBLE BLING		Register ed	85/930177	May-13- 2013	4499754	Mar-18- 2014	The Bazooka Compani es, Inc. (DE Corp)
United States of America	EDIBLE ENTERTAINM ENT		Register ed	85/034567	May-10- 2010	4455297	Dec-24- 2013	The Bazooka Compani es, Inc. (DE Corp)
United States of America	JUICY DROP		Register ed	77/8 4 1372	Oct-05- 2009	3968394	May-31- 2011	The Bazooka Compani es, Inc. (DE Corp)

Jurisdicti on	Mark	lmage	Status	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner
United States of America	JUICY DROP POP		Pending	98/113353	Aug-02- 2023			The Bazooka Compani es, Inc. (DE Corp)
United States of America	JUMBO PUSH POP		Register ed	77/579014	Sep-25- 2008	3608842	Apr-21- 2009	The Bazooka Compani es, Inc. (DE Corp)
United States of America	MATCHEMS		Register ed	87/509085	Jun-28- 2017	5471273	May-15- 2018	The Bazooka Compani es, Inc. (DE Corp)
United States of America	MISCELLANEO US DESIGN (3D PUSH POP)	own .	Register ed	75/640497	Feb-12- 1999	2321391	Feb-22- 2000	The Bazooka Compani es, Inc. (DE Corp)
United States of America	MISCELLANEO US DESIGN (3D RING POP)	\$	Register ed	87/725400	Dec-18- 2017	5927235	Dec-03- 2019	The Bazooka Compani es, Inc. (DE Corp)
United States of America	MISCELLANEO US DESIGN (JEWEL CONFIGURATI ON RING POP)	<u></u>	Register ed	74/332122	Nov-18- 1992	1846873	Jul-26-1994	The Bazooka Compani es, Inc. (DE Corp)
United States of America	MYSTERIES		Register ed	86/905673	Feb-11- 2016	5070219	Oct-25- 2016	The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	PUSH POP		Register ed	78/209110	Jan-30- 2003	3107480	Jun-20- 2006	The Bazooka Compani es, Inc. (DE Corp)
United States of America	PUSH POP		Register ed	73/528315	Mar-22- 1985	1390109	Apr-15- 1986	The Bazooka Compani es, Inc. (DE Corp)

Jurisdicti on	Mark	lmage	Status	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner
United States of America	PUSH POP		Register ed	90/501544	Feb-01- 2021	6756943	Jun-14- 2022	The Bazooka Compani es, Inc. (DE Corp)
United States of America	PUSH POP (STYLIZED)	W	Register ed	97/007227	Sep-01- 2021	6820837	Aug-16- 2022	The Bazooka Compani es, Inc. (DE Corp)
United States of America	PUSH POP GUMMY POP- ITS		Register ed	97/418508	May-19- 2022	7014202	Mar-28- 2023	The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	PUSHY		Register ed	88/736922	Dec-23- 2019	7127582	Aug-01- 2023	The Bazooka Compani es, Inc. (DE, Corp.)
United States of America	RATTLERZ		Register ed	77/897104	Dec-18- 2009	4000325	Jul-26-2011	The Bazooka Compani es, Inc. (DE Corp)
United States of America	RING POP		Register ed	73/046965	Mar-17- 1975	1040693	Jun-01- 1976	The Bazooka Compani es, Inc. (DE Corp)
United States of America	RING POP		Register ed	78/209096	Jan-30- 2003	3013798	Nov-08- 2005	The Bazooka Compani es, Inc. (DE Corp)
United States of America	RING POP		Register ed	78/246247	May-06- 2003	3009371	Oct-25- 2005	The Bazooka Compani es, Inc. (DE Corp)
United States of America	RING POP		Register ed	87/239660	Nov-16- 2016	5450910	Apr-24- 2018	The Bazooka Compani es, Inc. (DE Corp)

Jurisdicti on	Mark	lmage	Status	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner
United States of America	RING POP		Register ed	87/634141	Oct-04- 2017	5634164	Dec-18- 2018	The Bazooka Compani es, Inc. (DE Corp)
United States of America	SEA SPLASHERZ		Register ed	90/049543	Jul-13- 2020	6442813	Aug-03- 2021	The Bazooka Compani es, Inc. (DE Corp)
United States of America	SLIDERZ		Register ed	77/375531	Jan-18- 2008	3551516	Dec-23- 2008	The Bazooka Compani es, Inc. (DE Corp)
United States of America	THROWBACK ORIGINAL BAZOOKA BUBBLE GUM (AND DESIGN) (COLOR)		Register ed	88/492100	Jun-27- 2019	6005906	Mar-10- 2020	The Bazooka Compani es, Inc. (DE Corp)
United States of America	TOTALLY AWESOME		Register ed	88/703119	Nov-22- 2019	6219771	Dec-15- 2020	The Bazooka Compani es, Inc. (DE Corp)
United States of America	TRIPLE POWER PUSH POP		Register ed	75/494564	Jun-01- 1998	2409144	Nov-28- 2000	The Bazooka Compani es, Inc. (DE Corp)

RECORDED: 10/06/2023