

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859993

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900816949

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Annabelle Candy Co., LLC		09/21/2023	Limited Liability Company: CALIFORNIA
Seattle Gourmet Foods, LLC		09/21/2023	Limited Liability Company: DELAWARE
St. Paul Candy Company, LLC		09/21/2023	Limited Liability Company: DELAWARE
Edward Marc Brands, LLC		09/21/2023	Limited Liability Company: DELAWARE
Annabelle Acquisition Co., LLC		09/21/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Context Credit Holdings, LP
Street Address:	One Belmont Avenue, Suite 630
City:	Bala Cynwyd
State/Country:	PENNSYLVANIA
Postal Code:	19004
Entity Type:	Limited Liability Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

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
Registration Number:	2900857	7 DEADLY CINNAMON
Registration Number:	5473129	ANNA'S
Registration Number:	1696276	BUCKEYE BEANS & HERBS
Registration Number:	2680986	COY'S COUNTRY NORTHWEST
Registration Number:	3158449	FUNGUSAMONGUS
Registration Number:	2900858	GET YOUR FIX

Property Type	Number	Word Mark
Registration Number:	2950061	
Registration Number:	1779080	MAURY ISLAND FARM
Registration Number:	2866729	MAURY ISLAND FARM LIMITED HARVEST
Registration Number:	3681349	M MYNTZ!
Registration Number:	2832902	ORAL FIXATION
Registration Number:	4637070	ORAL FIXATION
Registration Number:	2884255	QUINN'S
Registration Number:	4295080	SEATTLE GOURMET FOODS
Registration Number:	2542335	SQYNTZ!

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: kimberly.flood@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Matthew T. Callahan
SIGNATURE:	/Matthew T. Callahan/
DATE SIGNED:	12/11/2023

Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Annabelle Candy Co., LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 09/21/23

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Context Credit Holdings, LP

Street Address: One Belmont Avenue, Suite 630

City: Bala Cynwyd

State: PA

Country: USA Zip: 19004

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached.

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: mcallahan@otterbourg.com

6. Total number of applications and registrations involved:

See attach

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /s/Matthew T. Callahan

09/21/23

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Names of Additional Conveying Parties:

- Seattle Gourmet Foods, LLC – a Delaware limited liability company
- St. Paul Candy Company, LLC – a Delaware limited liability company
- Edward Marc Brands, LLC – a Delaware limited liability company
- Annabelle Acquisition Co., LLC – a Delaware limited liability company

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of September 21, 2023, by ANNABELLE CANDY CO., LLC, a California limited liability company ("Annabelle Candy"), SEATTLE GOURMET FOODS, LLC, a Delaware limited liability company ("Seattle Gourmet"), ST. PAUL CANDY COMPANY, LLC, a Delaware limited liability company ("St. Paul"), EDWARD MARC BRANDS, LLC, a Delaware limited liability company ("Edward Marc Brands"; together with Annabelle Candy, Seattle Gourmet and St. Paul Candy, collectively, the "Borrower") and ANNABELLE ACQUISITION CO., LLC, a Delaware limited liability company ("Parent"; together with Borrower, collectively, the "Grantor") in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited liability partnership (together with its successors and assigns, "Lender"):

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to that certain Loan and Security Agreement, dated as of December 13, 2021 (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

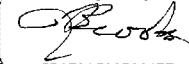
5. GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 9.10, 9.11, AND 9.21 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

6. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.8 of the Loan Agreement.

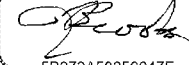
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ANNABELLE CANDY CO., LLC

By: 
Name: Jacqueline Brooks
Title: Vice President

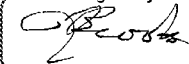
SEATTLE GOURMET FOODS, LLC

By: 
Name: Jacqueline Brooks
Title: Vice President

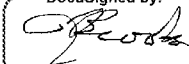
ST. PALL CANDY COMPANY, LLC

By: 
Name: Jacqueline Brooks
Title: Vice President

EDWARD MARC BRANDS, LLC

By: 
Name: Jacqueline Brooks
Title: Vice President

ANNABELLE ACQUISITION CO., LLC

By: 
Name: Jacqueline Brooks
Title: President

Agreed and Accepted
as of the date first written above:

CONTEXT CREDIT HOLDINGS, LP

DocuSigned by:
Stephen Butler
By: _____
Name: Stephen Butler
Title: Chief operating officer

SCHEDULE 1

(a) Patents and Patent Licenses

- 1. Patents: None
- 2. Patent Licenses: None

(b) Trademarks and Trademark Licenses

- 1. Trademarks:

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

Trademark	Owner	Date of Registration	Registration #
7 Deadly Cinnamon TM	Seattle Gourmet Foods, Inc.	11/2/2004	2900857
Anna's TM	Seattle Gourmet Foods, Inc.	5/22/2018	5473129
Buckeye Beans & Herbs TM	Seattle Gourmet Foods, Inc.	6/23/1992	1696276
Coy's Country Northwest TM	Seattle Gourmet Foods, Inc.	1/28/2003	2680986

Fungusamongus TM	Seattle Gourmet Foods, Inc.	10/17/2006	3158449
Get Your Fix TM	Seattle Gourmet Foods, Inc.	11/2/2004	2900858
Humans Feeding TM	Seattle Gourmet Foods, Inc.	5/10/2005	2950061
Maury Island Farm TM	Seattle Gourmet Foods, Inc.	6/29/1993	1779080
Maury Island Farm Limited Harvest TM	Seattle Gourmet Foods, Inc.	7/27/2004	2866729
Myntz & M design TM	Seattle Gourmet Foods, Inc.	9/8/2009	3681349
Oral Fixation TM	Seattle Gourmet Foods, Inc.	4/13/2004	2832902
Oral Fixation (03) TM	Seattle Gourmet Foods, Inc.	11/11/2014	4637070
Quinn's TM	Seattle Gourmet Foods, Inc.	9/14/2004	2884255
Seattle Gourmet Foods TM	Seattle Gourmet Foods, Inc.	2/26/2013	4295080
CANADA - Sqyntz! (Stylized) TM	Seattle Gourmet Foods, Inc.	6/27/2005	TMA643056
Sqyntz (Stylized) TM	Seattle Gourmet Foods, Inc.	2/26/2002	2542335

2. Trademark Licenses: Unless otherwise noted, all trademarks below are registered in the United States with the USPTO

Licensee	Licensor	License Agreement	Trademark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	Girl Scouts service mark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	Girl Scouts Trefoil design mark
Edward Marc Brands, LLC	Girl Scouts of the United States of	National License Agreement dated 5/5/23	“Girl Scout” word mark

[Schedule 1]

TRADEMARK
REEL: 008283 FRAME: 0570

	America		
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	“Girl Scouts” word mark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	“Girl Scout Cookies” word mark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	“Official GSUSA Licensed Vendor” word mark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	“Thin Mints” word mark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	Coconut Caramel word mark
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	Girl Scouts fonts
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	Images representing Girl Scout Cookies
Edward Marc Brands, LLC	Girl Scouts of the United States of America	National License Agreement dated 5/5/23	Hybrid images of Girl Scout Cookies
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Biscotti Bites” word mark
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Cheetah” word mark
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Dilettante” word mark (China)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Dilettante” word mark (Hong Kong)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Dilettante” word mark (Japan)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Dilettante” word mark (S. Korea)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20	“Dilettante” word mark (Taiwan)

[Schedule 1]

		as subsequently assigned to Licensor	
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Dilettante” word mark (USA)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	Dilettante and Rose design mark
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	Dilettante and Rose design mark (Canada)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	Dilettante Chocolates (stylized design mark)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Dilettante Mocha Café” word mark
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Ephemere” word mark (Japan)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Ephemere” word mark (USA)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Fruit Medley” word mark (USA)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Mexicano” word mark (USA)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Rheingold” word mark (USA)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“The Dilettante” word mark (Canada)
Seattle Gourmet Foods, LLC	Dilettante Chocolates, Inc.	Trademark License Agreement dated 5/1/20 as subsequently assigned to Licensor	“Trufflecremes” word mark

(c) Copyrights and Copyright Licenses

1. Copyrights: None
2. Copyright Licenses: None

[Schedule 1]