

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wonder Brands Inc.		12/07/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	130 King Street West		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90579667	PASIÓN POR LAS TORTILLAS	
Serial Number:	90028863	SWEET DELISH! TASTY	
Registration Number:	4517490	RUBSCHLAGER	
Registration Number:	4577333	ALL BUT GLUTEN	
Serial Number:	88862853	ONE TOUCH	
Registration Number:	4574752	RUBSCHLAGER	
Serial Number:	90363570		
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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:	6046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Jeff Sun, c/o McCarthy Tétrault LLP		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
NAME OF SUBMITTER:	Jeff Sun		
SIGNATURE:	/Jeff Sun/		
DATE SIGNED:	01/11/2024		

OP \$190.00 90579667

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of December 7, 2023, is made by Wonder Brands Inc., a corporation amalgamated under the laws of Canada (the "**Grantor**"), in favor of NATIONAL BANK OF CANADA, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "**Agent**") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a credit agreement dated as of December 7, 2023 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "**Credit Agreement**"), among the Agent, the other financial institutions party thereto from time to time, as lenders (each a "**Lender**" and collectively the "**Lenders**"), the Debtor, as borrower (together with its successors, by amalgamation or otherwise and permitted assigns, the "**Borrower**"), Wonder Brands Holdings Inc., as holding and the Lenders have extended Commitments to make Advances to the Borrowers;

WHEREAS, the Grantor has agreed, pursuant to a General Security Agreement, dated as of December 7, 2023 in favor of the Agent (the "**General Security Agreement**") to grant certain mortgages, assignments, security interest and hypothecations in favor of the Agent, over, among other things, the Trademark Collateral (as defined below); and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the General Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

- (a) all of its U.S. trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.

Section 3. General Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Agent pursuant to the General Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. The Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the General Security Agreement, the General Security Agreement shall govern and control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and Intellectual Property licenses subject to a security interest hereunder.

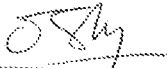
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the undersigned has caused this Trademark Security Agreement to be duly executed as of the date first written above.

WONDER BRANDS INC.

By:  _____

Name: Ojus Ajmera
Title: Co-Chief Executive Officer

TRADEMARKS



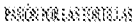

1. U.S. REGISTERED TRADEMARKS

Mark	Status	Filing/Reg. Date & No.	Owner
RUBSCHLAGER	Registered	App 12-AUG-2013 App 86035525 Reg 22-APR-2014 Reg 4517490	WONDER BRANDS INC.
RUBSCHLAGER 	Registered	App 12-AUG-2013 App 86035594 Reg 29-JUL-2014 Reg 4574752	WONDER BRANDS INC.
ALL BUT GLUTEN	Registered	App 11-OCT-2012 App 85982172 Reg 29-JUL-2014 Reg 4577333	WONDER BRANDS INC.
SAILOR BOY	Registered	App 14-DEC-1954 App 71678349 Reg 25-OCT-1955 Reg 0614945	WONDER BRANDS INC.* ¹
M MAPLEHURST THE BAKERY SPECIALISTS  MAPLEHURST <small>THE BAKERY SPECIALISTS</small>	Registered	App 15-DEC-2015 App 86849515 Reg 29-MAY-2018 Reg 5481491	WONDER BRANDS INC.*
MAPLEHURST	Registered	App 20-MAY-2008 App 77479335 Reg 28-JUL-2009 Reg 3659985	WONDER BRANDS INC.*
RYE-OLA	Registered	App 21-NOV-2007 App 77335687 Reg 15-JUL-2008	WONDER BRANDS INC.*

¹ Note: Each of the trademarks with an asterisk are owned in the name of WF Bakery Inc. (a predecessor of Wonder Brands Inc.) and will be registered in the name of Wonder Brands Inc. post-closing.
MTDOCS 49486047

Mark	Status	Filing/Reg. Date & No.	Owner
		Reg 3467190	
COUNTRY TREATS	Registered	App 18-MAR-2002 App 76382918 Reg 01-APR-2003 Reg 2702176	WONDER BRANDS INC.*
MAPLEHURST	Registered	App 11-APR-1997 App 75274429 Reg 25-AUG-1998 Reg 2183667	WONDER BRANDS INC.*

2. U.S. TRADEMARK APPLICATIONS

Mark	Status	Filing/Reg. Date & No.	Owner
ONE TOUCH 	Pending; under examination	App 07-APR-2020 App 88862853	WONDER BRANDS INC.
SWEET DELISH! TASTY 	Pending; under examination	App 30-JUN-2020 App 90028863	WONDER BRANDS INC.
PASIÓN POR LAS TORTILLAS 	Pending; under examination	App 15-MAR-2021 App 90579667	WONDER BRANDS INC.
	Pending; under examination	App 07-DEC-2020 App 90363570	WONDER BRANDS INC.