TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Action Candy Company Ltd.		01/29/2016	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank
Street Address:	9200 Bathurst Street, Unit 2
Internal Address:	Branch #1215
City:	Thornhill
State/Country:	CANADA
Postal Code:	L4J 8W1
Entity Type:	CORPORATION: ONTARIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4832753	KICK ASPARTAME

CORRESPONDENCE DATA

Fax Number: 4163611790

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: 4168476916
Email: svasilevski@wildlaw.ca
Correspondent Name: Steven Vasilevski
Address Line 1: 365 Bay Street, Suite 800
Address Line 4: Toronto, ONTARIO M5H 2V1

ATTORNEY DOCKET NUMBER:	216120
NAME OF SUBMITTER:	Steven Vasilevski
SIGNATURE:	/Steven Vasilevski/
DATE SIGNED:	02/02/2016

Total Attachments: 4
source=TD-Action - Assignment of intellectual property#page1.tif
source=TD-Action - Assignment of intellectual property#page2.tif
source=TD-Action - Assignment of intellectual property#page3.tif

OP $40.00 4832753

source=TD-Action - Assignment of intellectual property#page4.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**") made as of this 29th day of January, 2016 between Action Candy Company Ltd., as assignor ("**Assignor**") and The Toronto-Dominion Bank, as assignee ("**Assignee**").

WHEREAS as collateral security for the obligations of the Assignor to the Assignee, including, without limitation, under that certain credit agreement dated December 21, 2015 between the Assignor, as borrower, and the Assignee, as lender (the "**Credit Agreement**") the Assignor has granted to the Assignee a continuing security interest over all of its property and undertaking in accordance with the terms of a general security agreement dated January 16, 2015 (the "**Security Agreement**");

AND WHEREAS under the terms of the Security Agreement, the Assignor has granted to the Assignee a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute this Assignment for recording with the Canadian Intellectual Property Office ("**CIPO**"), the United States Patent and Trademarks Office ("**USPTO**") and other governmental authorities, as the case may be;

AND WHEREAS as a condition precedent to the making of the loans under the Credit Agreement, the Assignor is required to execute and deliver this Assignment to the Assignee;

NOW THEREFORE, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby agrees as follows:

1. **Assignment**. As security for all debts, liabilities and obligations of Assignor to Assignee, the Assignor hereby collaterally assigns to Assignee, and grants a security interest to Assignee in, all of its rights, title and interest in, to and under all of the following property (the "**Trademark Collateral**"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with CIPO or in any office or agent of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all trademark licenses and other agreements providing the Assignor with the right to use any of the items described in clause (a),

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

2. **Recordation**. This Assignment has been executed and delivered by the Assignor for the purpose of recording the collateral assignment and security interest granted hereby to the Assignee in the Trademark with CIPO and USPTO, in each case to the extent it may be so registered therein. The collateral assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Assignee under the Security Agreement. The Security Agreement (and all rights and remedies of the Assignee) shall remain in full force and effect in accordance with its terms.

3. **Acknowledgement**. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4. **Credit Agreement, etc**. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall take precedence over those contained herein to the extent of such conflict.

5. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6. **Execution in Counterparts**. This Assignment may be executed in any number of counterparts, by facsimile, .pdf attached to an e-mail or other electronic means, 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 Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

ACTION CANDY COMPANY LTD.

Per:_____
Name:
Title:

I have authority to bind the corporation.

[Signature Page – 11. Assignment Of Intellectual Property]

Schedule A

Trademark Collateral

Trade-mark	Country	Serial	Goods	Status	Next Action
PUR	Canada	TMA899113	(1) Confectionary, namely, chewing gum (Use in Canada since June 10, 2009) (2) Confectionary, namely, mints (Declaration of Use filed March 18, 2015)	Registered	**March 18, 2030** – Renewal Due
PUR GUM	Canada	TMA898361	(1) Confectionary, namely, chewing gum (Use in Canada since June 10, 2009) (2) Confectionary, namely, mints (Declaration of Use filed March 10, 2015)	Registered	**March 10, 2030** – Renewal Due
pur gum	Canada	TMA898362	(1) Confectionary, namely, chewing gum (Use in Canada since June 10, 2009) (2) Confectionary, namely, mints (Declaration of Use filed March 10, 2015)	Registered	**March 10, 2030** – Renewal Due
pur gum	US	4750604	Chewing gum (Use in US since June 10, 2009)	Registered	**June 9, 2021** – Statement and Specimen of Use due
KICK ASPARTAME	Canada	TMA899806	(1) Confectionery, namely, chewing gum (Use in Canada since July 24, 2012) (2) Confectionery, namely, mints (Proposed use in Canada)	Registered	**March 27, 2030** – Renewal Due
KICK ASPARTAME	US	4832753	Confectionery, namely, chewing gum; confectionery, namely, mints (Use in US since July 24, 2012)	Registered	**October 13, 2021** – Statement and Specimen of Use due