

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375789

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shortcake IP Holdings LLC		03/07/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington Street, 21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1117262	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	1267116	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	1564827	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	1959123	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	2309010	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	2901936	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	2887531	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	2925739	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	3171964	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	2803695	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	2856798	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	4580350	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	4196032	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	4847516	STRAWBERRY SHORTCAKE	
<b>Registration Number:</b>	1201259	BLUEBERRY MUFFIN	
<b>Registration Number:</b>	3775071	WATERMELON KISS	
<b>Registration Number:</b>	3931764	PUPCAKE	
<b>Registration Number:</b>	3926692	BERRYKIN	
<b>Registration Number:</b>	4176397	CHERRY JAM	
<b>TRADEMARK</b>			

CH \$690.00 1117262

Property Type	Number	Word Mark
Registration Number:	4898852	PITTERPATCH
Registration Number:	4898853	CHIFFON
Registration Number:	4443977	ORANGE BLOSSOM
Registration Number:	4062315	PLUM PUDDING
Registration Number:	4873187	HENNA
Registration Number:	3216265	LEMON MERINGUE
Registration Number:	4724431	CINNAPUP
Registration Number:	4724432	SCOUTY

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200  
*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:** 312-862-6371  
**Email:** renee.prescan@kirkland.com  
**Correspondent Name:** Renee Prescan  
**Address Line 1:** 300 North LaSalle Street  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	41152-71 RMP
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan
<b>SIGNATURE:</b>	/RENEE M. PRESCAN/
<b>DATE SIGNED:</b>	03/07/2016

**Total Attachments: 6**  
source=ESCROW - Iconix - IPSA - Trademark Security Agt - Shortcake IP Holdings (Mar-07-16)\_(40028768\_1)#page1.tif  
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**CONFIRMATORY TRADEMARK SECURITY AGREEMENT**

THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of March 7, 2016, is granted by **SHORTCAKE IP HOLDINGS LLC**, a Delaware limited liability company (“**Grantor**”) to **CORTLAND CAPITAL MARKET SERVICES LLC**, a Delaware limited liability company (the “**Collateral Agent**”).

**WHEREAS**, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement dated as of March 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located other than Excluded Property (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks or trademark applications set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill connected with use or symbolized by the Trademarks;
- (iii) all proceeds, products, rents and profits of or from any and all of the Trademarks and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

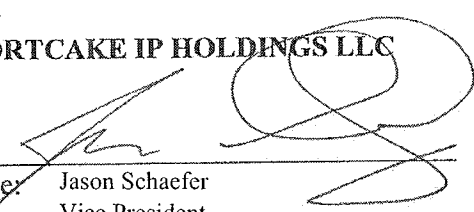
**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

**SHORTCAKE IP HOLDINGS LLC**

By:   
Name: Jason Schaefer  
Title: Vice President

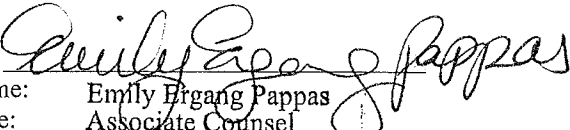
[Signature Page to Confirmatory Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005746 FRAME: 0977**

COLLATERAL AGENT:

ACCEPTED AND AGREED:

**CORTLAND CAPITAL MARKET SERVICES  
LLC**, a Delaware limited liability company

By:   
Name: Emily Egan Pappas  
Title: Associate Counsel

[Signature Page to Confirmatory Trademark Security Agreement]

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks:**

Registered Owner	Mark	App Date	App #	Reg Date	Reg #	Status
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/13/1978	73178085	5/1/1979	1117262	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	9/29/1982	73393580	2/14/1984	1267116	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	4/7/1989	73791750	11/7/1989	1564827	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	5/25/1990	74062893	2/27/1996	1959123	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	10/21/1998	75574758	1/18/2000	2309010	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	2/13/2001	76209019	11/9/2004	2901936	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145685	9/21/2004	2887531	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145689	2/8/2005	2925739	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145691	11/14/2006	3171964	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145693	1/6/2004	2803695	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145692	6/22/2004	2856798	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	10/13/2010	85151760	8/5/2014	4580350	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	10/13/2010	85976135	8/21/2012	4196032	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	9/29/2014	86408929	11/3/2015	4847516	REGISTERED
Shortcake IP Holdings LLC	BLUEBERRY MUFFIN	12/31/1979	73244574	7/13/1982	1201259	REGISTERED
Shortcake IP Holdings LLC	WATERMELON KISS	11/3/2006	77036406	4/13/2010	3775071	REGISTERED
Shortcake IP Holdings LLC	PUPCAKE	6/9/2009	77754998	3/15/2011	3931764	REGISTERED
Shortcake IP Holdings LLC	BERRYKIN	12/8/2009	77888891	3/1/2011	3926692	REGISTERED
Shortcake IP Holdings LLC	CHERRY JAM	11/9/2010	85172806	7/17/2012	4176397	REGISTERED
Shortcake IP Holdings LLC	PITTERPATCH	5/18/2012	85629061	2/9/2016	4898852	REGISTERED
Shortcake IP Holdings LLC	CHIFFON	5/18/2012	85629064	2/9/2016	4898853	REGISTERED
Shortcake IP Holdings LLC	ORANGE BLOSSOM	8/2/2013	86027599	12/3/2013	4443977	REGISTERED

Registered Owner	Mark	App Date	App #	Reg Date	Reg #	Status
Shortcake IP Holdings LLC	PLUM PUDDING	10/12/2010	85150709	11/29/2011	4062315	REGISTERED
Shortcake IP Holdings LLC	HENNA	2/25/2015	86545534	12/22/2015	4873187	REGISTERED
Shortcake IP Holdings LLC	LEMON MERINGUE	4/8/2004	78398458	3/6/2007	3216265	REGISTERED
Shortcake IP Holdings LLC	CINNAPUP	5/18/2012	85983428	4/21/2015	4724431	REGISTERED
Shortcake IP Holdings LLC	SCOUTY	5/18/2012	85983429	4/21/2015	4724432	REGISTERED

**Pending Trademark Applications:**

None