

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM421832

<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>
Kar Nut Products Company, LLC		03/31/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe, 20th Floor East		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4504852	INSTINCTIVELY GOOD SNACKING	
<b>Registration Number:</b>	1064580	KAR'S	
<b>Registration Number:</b>	4418099	KAR'S	
<b>Registration Number:</b>	3296245	KAR'S ALWAYS FRESH SINCE 1933	
<b>Registration Number:</b>	3592000	SECOND NATURE	
<b>Registration Number:</b>	4665645	SECOND NATURE	
<b>Registration Number:</b>	4673756	SENSIBLE SNACKS SINCE 1933	
<b>Registration Number:</b>	2908345	SWEET 'N SALTY MIX	
<b>Registration Number:</b>	4867811	TRAILBREAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	3125778518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		

CH \$240.00 4504852

<b>SIGNATURE:</b>	/rebecca dyson/
<b>DATE SIGNED:</b>	03/31/2017
<b>Total Attachments: 5</b> source=bmo kar nut trademark security agreement#page1.tif source=bmo kar nut trademark security agreement#page2.tif source=bmo kar nut trademark security agreement#page3.tif source=bmo kar nut trademark security agreement#page4.tif source=bmo kar nut trademark security agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017 is made by Kar Nut Products Company, LLC, a Michigan limited liability company (the “Grantor”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the “Borrower”, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of March 31, 2017 in favor of the Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower 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 Guaranty and Security Agreement.

Section 2. **Grant of Security Interest in Trademark.** 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 Secured Obligations of 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the exclusive grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. **Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflicts between any provisions of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 IP 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.

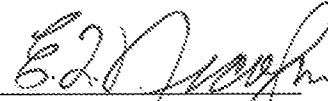
Section 6. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**KAR NUT PRODUCTS COMPANY, LLC,**  
as Grantor

By: 

Name: Ernest L. Nicolay III

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**BMO HARRIS BANK N.A.**, as Agent

By:   
Name: Zachary Duloc  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
INSTINCTIVELY GOOD SNACKING	86022051 29-JUL-2013	4504852 01-APR-2014	REGISTERED	KAR NUT PRODUCTS CO.
KAR'S 	73084414 19-APR-1976	1064580 26-APR-1977	REGISTERED	KAR NUT PRODUCTS COMPANY
KAR'S 	85862024 27-FEB-2013	4418099 15-OCT-2013	REGISTERED	KAR NUT PRODUCTS COMPANY
KAR'S ALWAYS FRESH SINCE 1933 	77007847 26-SEP-2006	3296245 25-SEP-2007	REGISTERED	KAR NUT PRODUCTS COMPANY
SECOND NATURE	77172149 3-MAY-2007	3592000 17-MAR-2009	REGISTERED	KAR NUT PRODUCTS COMPANY
SECOND NATURE 	86051725 29-AUG-2013	4665645 6-JAN-2015	REGISTERED	KAR NUT PRODUCTS COMPANY
SENSIBLE SNACKS SINCE 1933	85957462 12-JUN-2013	4673756 20-JAN-2015	REGISTERED	KAR NUT PRODUCTS COMPANY
SWEET 'N SALTY MIX	78257549 3-JUN-2003	2908345 7-DEC-2004	REGISTERED	KAR NUT PRODUCTS CO.
TRAILBREAK	86300183 4-JUN-2014	4867811 8-DEC-2015	REGISTERED	KAR NUT PRODUCTS COMPANY