

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edward Marc, Inc.		02/22/2019	Corporation: PENNSYLVANIA
Edward Marc Brands, Inc.		02/22/2019	Corporation: PENNSYLVANIA
Edward Marc Chocolatier, LLC		02/22/2019	Limited Liability Company: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	ExWorks Capital Fund I, L.P.
<b>Street Address:</b>	333 West Wacker Drive
<b>Internal Address:</b>	Suite 1620
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	4837987	AMERICA'S NEXT GREAT SNACK
<b>Registration Number:</b>	3934137	EDWARD MARC
<b>Registration Number:</b>	3934136	EDWARD MARC
<b>Registration Number:</b>	3348328	EDWARD MARC CHOCOLATIER
<b>Registration Number:</b>	4797769	SNAPPERS
<b>Registration Number:</b>	5017071	SNAPPERS
<b>Registration Number:</b>	4719845	TERRAPINS

## CORRESPONDENCE DATA

Fax Number:

*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: 734-418-4212

Email: trademark@honigman.com

Correspondent Name: Angela Alvarez Sujek

Address Line 1: Honigman LLP

Address Line 2: 39400 Woodward Avenue, Suite 101

CH \$190.00 4837987

**Address Line 4:** Bloomfield Hills, MICHIGAN 48304-5151

<b>ATTORNEY DOCKET NUMBER:</b>	236946-445559
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek
<b>SIGNATURE:</b>	/angela alvarez sujek/
<b>DATE SIGNED:</b>	04/08/2019

**Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Edward Marc, Inc.**, a Pennsylvania corporation, **Edward Marc Brands, Inc.**, a Pennsylvania corporation, and **Edward Marc Chocolatier, LLC**, a limited liability company ("Borrowers"), and **ExWorks Capital Fund I, L.P.**, a Delaware limited partnership ("Secured Party"), enter into this Intellectual Property Security Agreement (this "Agreement") as of February 22, 2019.

### BACKGROUND

Secured Party and Borrowers are entering into a Loan and Security Agreement on or about the date of this Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Borrowers are entering into this Agreement to, among other things, induce Secured Party to enter into the Loan Documents and extend credit to Borrowers under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete performance and payment of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Secured Party, Borrowers and Secured Party agree as follows:

### TERMS AND CONDITIONS

1. **Definitions; Interpretation.**

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement but not otherwise defined herein will have the meanings attributed to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

**“Collateral”** has the meaning set forth in Section 2 of this Agreement.

**“PTO”** means the United States Patent and Trademark Office.

**“UCC”** means the Uniform Commercial Code as in effect in the State of Illinois, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined in this Agreement, terms used in this Agreement will have the meanings given to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation will be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by any Borrower unless such sale arises in the ordinary course of business in which case Borrowers will be permitted to make such sale, transfer or disposition; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; (iv) the word “will” has the same meaning as “shall” and is intended to mean mandatory and not permissive; and (v) “all” includes “any”, and “any” includes “all”. To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement will also be applicable to this Agreement and are incorporated herein by this reference.

2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, each Borrower hereby grants to Secured Party a security interest in and to all of the following property to the extent each Borrower can grant such security interest in each case whether now or hereafter existing or arising or in which Borrowers now have or hereafter hold ownership of, acquires or develops an interest in and wherever located (collectively, the “Collateral”):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all registered copyrights, copyright applications and copyright registrations, including each Borrower’s United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule B to this Agreement and all of each Borrower’s copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the “Copyrights”), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to each Borrower in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the

Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

- (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in Schedule C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;
- (iv) the entire goodwill of or associated with the business now or hereafter conducted by each Borrower connected with and symbolized by any of the properties and assets listed in Subsections (a)(i) through (a)(iii) above;
- (v) all intangible intellectual or other similar property of each Borrower of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest**. Each Borrower agrees that this Agreement will create a continuing security interest in the Collateral which will remain in effect until all of the Obligations are paid in full.

3. **Supplement to Loan Agreement**. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan

Agreement and other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Loan Agreement or any other Loan Documents, all terms and provisions of which are incorporated herein by reference.

4. **Representations and Warranties.** Each Borrower represents and warrants to Secured Party that:

4.1 a true and correct list of all of the existing Collateral consisting of: (i) patents and patent applications or registrations owned by each Borrower, in whole or in part, is set forth in Schedule A; (ii) registered copyrights, copyright registrations and applications owned by each Borrower, in whole or in part, is set forth in Schedule B; and (iii) trademarks, trademark registrations or applications owned by each Borrower, in whole or in part, is set forth in Schedule C.

4.2 Borrowers own or possess adequate licenses or other rights to use all patents, processes, trademarks, trade names, and copyrights, whether registered or unregistered, necessary to conduct their business as now conducted or presently intended to be conducted and Borrowers have no reason to believe that any such rights conflict or will conflict with the rights of others. All of the patents, trademarks and copyrights used by Borrowers in their business are described in this Agreement. All past and present employees, independent contractors and other Persons responsible for the development or creation of any of each Borrower's Intellectual Property have executed intellectual property assignment agreements (or similar agreements) in favor of Borrowers.

5. **Further Acts.** On a continuing basis, each Borrower will make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrowers' compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Borrowers. In addition, each Borrower authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If any Borrower at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Borrowers will immediately notify Secured Party in a writing signed by Borrowers of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

Notwithstanding any provision in this Agreement or the Loan Agreement, Borrowers will have the absolute right to maintain, allow to lapse, or abandon any Collateral as determined in the ordinary course of business.

6. **Authorization to Supplement.** If any Borrower obtains rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), patents or patent applications or registrations, the provisions of this Agreement will automatically apply thereto. Borrowers will give prompt notice in writing to Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting Borrowers' obligations under this Section 6, each Borrower authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A, Schedule B or Schedule C, as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A, Schedule B or Schedule C will in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

7. **Binding Effect.** This Agreement will be binding upon, inure to the benefit of and be enforceable by Borrowers, Secured Party and their respective successors and assigns. Borrowers may not assign, transfer, hypothecate or otherwise convey their rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

8. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the law of the State of Illinois except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Illinois.

9. **Entire Agreement; Amendment.** This Agreement and the Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this

Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronically (including any .pdf copy) will be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronically (including any .pdf copy) will also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart will not affect the validity, enforceability, or binding effect hereof.

11. **Cumulative Obligations.** Borrowers and Secured Party acknowledge that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrowers and Secured Party agree that all such covenants, terms and provisions are cumulative and all will be performed and satisfied in accordance with their respective terms. However, if there is an express inconsistency between provisions of various Loan Documents, then the provision with the greatest obligation binding on Borrowers will apply.

12. **Severability.** If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

13. **Notices.** All notices and other communications hereunder will be in writing and will be mailed, sent or delivered in accordance with the Loan Agreement.

14. **JURY TRIAL WAIVER.** **BORROWERS AND SECURED PARTY EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SECURED PARTY AND BORROWERS, AFTER CONSULTING COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER BORROWERS NOR SECURED PARTY WILL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.**

[End of Intellectual Property Security Agreement – Signature Pages Follow]



The undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

**BORROWERS:**

**EDWARD MARC, INC.,**  
a Pennsylvania corporation

By: [Signature]  
Name: Mark Edwards  
Title: Treasurer

**EDWARD MARC BRANDS, INC.,**  
a Pennsylvania corporation

By: [Signature]  
Name: Mark Edwards  
Title: Treasurer

**EDWARD MARC CHOCOLATIER, LLC,**  
a Pennsylvania limited liability company

By: [Signature]  
Name: Mark Edwards  
Title: Treasurer

Address for Notices:  
55 38<sup>th</sup> Street  
Pittsburgh, PA 15201

**ACKNOWLEDGMENT**

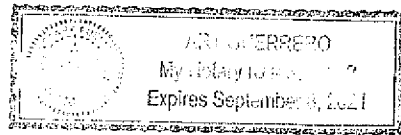
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TRAVIS )

On 2-22-2019 before me, ART GERRERO, a Notary Public, personally appeared **Mark Edwards**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he is the person who executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
[Signature] /seal/  
Signature of Notary Public



[First Signature Page to Intellectual Property Security Agreement – Edward Marc]

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SECURED PARTY:

**EXWORKS CAPITAL FUND I, L.P.,**  
a Delaware limited partnership

By:  \_\_\_\_\_

Name: Andrew D. Hall

Title: Chief Executive Officer

Address for Notices:

333 West Wacker Drive, Suite 1620  
Chicago, IL 60606

*[Second Signature Page to Intellectual Property Security Agreement -- Edward Marc]*

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**TRADEMARK**  
**REEL: 006611 FRAME: 0736**

**SCHEDULE A**

**List of Patents and Patent Applications**

None.

**SCHEDULE B**

**List of Copyrights, Copyright Registrations, and  
Applications for Copyright Registrations**


None.

**SCHEDULE C**

List of Trade Names, Trademarks, Service Marks,  
Trademark and Service Mark Registrations, and  
Applications for Trademark and Service Mark Registrations

<b>Country/ Jurisdiction</b>	<b>Mark/Name/AN /RN</b>	<b>Status/Key Dates</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>
Australia	SNAPPERS RN: 1666527 AN: 1666527	Australia Registered Last Status Received: Registered Office Status: Protected: Registered/protected Filed: September 4, 2014 Registered: September 4, 2014 Int'l Reg Date: September 4, 2014 Expiration Date: September 4, 2024	(Int'l Class: 30) Chocolate, caramel and pretzel confections; ice cream; ice cream bars	Edward Marc Brands, Inc. United States of America
Canada	SNAPPERS RN: TMA990035 AN: 1691499	Canada Registered Last Status Received: Registered February 5, 2018 Office Status: Registration published Filed: August 27, 2014	(Int'l Class: 30) Goods: (1) Chocolate, caramel and pretzel confections.	Edward Marc Brands, Inc. 55 38th Street Pittsburgh, Pennsylvania 15201, United States of America

Country/ Jurisdiction	Mark/Name/AN /RN	Status/Key Dates	Brief Goods/Services	Owner Information
		Expiration Date: February 5, 2033		
International	SNAPPERS RN: 1228516	International Registered Last Status Received: Registered February 5, 2016 Registered: September 4, 2014 Expiration Date: September 4, 2024	(Int'l Class: 30) Chocolate, caramel and pretzel confections; ice cream; ice cream bars.	Edward Marc Brands, Inc. 509 Cavitt Avenue Trafford PA 15085, United States of America
Mexico	SNAPPERS RN: 1583351 AN: M1566492	Mexico Registered Last Status Received: Registered Filed: September 4, 2014 Registered: October 23, 2015 Expiration Date: September 4, 2024	(Translation) (Int'l Class: 30) Chocolate, caramel and pretzels (confectionery); ice creams; Ice cream bars	EDWARD MARC BRANDS, INC. 509 CAVITT AVENUE, 15085, TRAFFORD, PA., United States of America
United States (Federal)	AMERICA'S NEXT GREAT SNACK RN: 4837987 SN: 86379437	Registered October 20, 2015 Int'l Class: 30 First Use: November, 2013	(Int'l Class: 30) chocolate; chocolate, caramel and pretzel confections; chocolate,	Edward Marc Brands, Inc. (Pennsylvania Corp.) 55 38th Street Pittsburgh Pennsylvania

Country/ Jurisdiction	Mark/Name/AN /RN	Status/Key Dates	Brief Goods/Services	Owner Information
		Filed: August 28, 2014	peanut butter and pretzel confections	15201
United States (Federal)	EDWARD MARC RN: 3934137 SN: 85066507	Registered 8 & 15 April 21, 2017 Int'l Class: 30 First Use: December 1, 2005 Filed: June 18, 2010 Registered: March 22, 2011	(Int'l Class: 30) chocolates; candy, ice cream	Edward Marc Brands, Inc. (Pennsylvania Corp.) 509 Cavitt Avenue Trafford Pennsylvania 15085
United States (Federal)	EDWARD MARC (Stylized)  RN: 3934136 SN: 85066502	Registered 8 & 15 April 21, 2017 Int'l Class: 30 First Use: December 1, 2005 Filed: June 18, 2010 Registered: March 22, 2011	(Int'l Class: 30) chocolates; candy, ice cream	Edward Marc Brands, Inc. (Pennsylvania Corp.) 509 Cavitt Avenue Trafford Pennsylvania 15085
United States (Federal)	EDWARD MARC CHOCOLATIER RN: 3348328 SN: 78852816	Renewed December 4, 2017 Int'l Class: 30 First Use: December 1, 2005 Filed: April 3, 2006 Registered: December 4, 2007	(Int'l Class: 30) chocolates, candy, and ice cream	Edward Marc Brands, Inc. (Pennsylvania Corp.) 55 38th Street Pittsburgh Pennsylvania 15201

Country/ Jurisdiction	Mark/Name/AN /RN	Status/Key Dates	Brief Goods/Services	Owner Information
United States (Federal)	SNAPPERS RN: 4797769 SN: 86214691	Registered August 25, 2015 Int'l Class: 30 First Use: April 12, 2013 Filed: March 7, 2014	(Int'l Class: 30) chocolate, caramel and pretzel confections	Edward Marc Brands, Inc. (Pennsylvania Corp.) 55 38th Street Pittsburgh Pennsylvania 15201
United States (Federal)	SNAPPERS RN: 5017071 SN: 86849833	Registered August 9, 2016 Int'l Class: 30 First Use: April 12, 2013 Filed: December 15, 2015	(Int'l Class: 30) pretzel treats, namely, chocolate topped pretzels, peanut butter topped pretzels, and nut butter topped pretzels; chocolate confections that include pretzels; chocolate confections that include peanut butter; chocolate confections that include pretzels and nut butter; chocolate confections that include pretzels and...	Edward Marc Brands, Inc. (Pennsylvania Corp.) 55 38th Street Pittsburgh Pennsylvania 15201
United States (Federal)	TERRAPINS RN: 4719845 SN: 86379460	Registered April 14, 2015 Int'l Class: 30 First Use: September, 1983	(Int'l Class: 30) chocolate, caramel and nut confections	Edward Marc Brands, Inc. (Pennsylvania Corp.) 55 38th Street Pittsburgh



<b>Country/ Jurisdiction</b>	<b>Mark/Name/AN /RN</b>	<b>Status/Key Dates</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>
		Filed: August 28, 2014		Pennsylvania 15201

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**RECORDED: 04/08/2019**

**TRADEMARK  
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