

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POPCORNOPOLIS, LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FREEPORT FINANCIAL PARTNERS LLC, as Agent		
Street Address:	200 S. Wacker Drive, Ste. 750		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4355435	100% ADDICTIVE	
Serial Number:	87558597		
Serial Number:	87558593		
Serial Number:	87558596		
Registration Number:	3776285	POP CITY	
Registration Number:	2808875	POPCORNOPOLIS	
Registration Number:	2907266	POPCORNOPOLIS	
Registration Number:	3288036	POPCORNOPOLIS	
Registration Number:	3288035	POPCORNOPOLIS	
Serial Number:	88271019	POPCORNOPOLIS	
Serial Number:	87558587	POPCORNOPOLIS	
Serial Number:	87558595	POPCORNOPOLIS	
Registration Number:	5427250	POPCORNOPOLIS	
Registration Number:	5378505	UNICORN POPCORN	
Serial Number:	88373194	UNICORN POPCORN	
Registration Number:	3585197	ZEBRA	
Registration Number:	5486516		
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4355435

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7213.056
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	04/30/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Freeport Financial Partners LLC ("Freeport"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, Intermediate Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Freeport, 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;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement dated as of April 30, 2019 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement (or, if not defined therein, as defined in the Credit Agreement).

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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, dilution, violation or other impairment thereof.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 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 other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

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.

POPCORNOPOLIS, LLC, as Grantor

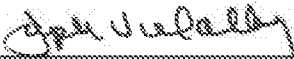
By: 

Name: Ben Menezes

Title: Chief Financial Officer




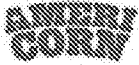
ACCEPTED AND AGREED
as of the date first above written:







FREEPORT FINANCIAL PARTNERS
LLC, as Agent



By: 
Name: Joe Walker
Title: Managing Director

Schedule 1

Trademarks:

Country	Mark	Status/ Sub Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States of America	100% ADDICTIVE	Registered	85678279 Jul 16, 2012	4355435 Jun 18, 2013	Popcornopolis, LLC
United States of America	3D CONE SHAPED DESIGN (B&W) 	Pending	87558597 Aug 7, 2017		Popcornopolis, LLC
United States of America	3D CONE SHAPED DESIGN WITH STRIPES (B&W) 	Pending	87558593 Aug 7, 2017		Popcornopolis, LLC
United States of America	3D CONE SHAPED DESIGN WITH STRIPES (COLOR) 	Pending	87558596 Aug 7, 2017		Popcornopolis, LLC
United States of America	AMERICORN	Pending	88292682 Feb 7, 2019		Popcornopolis, LLC
United States of America	AMERICORN (STYLIZED) 	Pending	88292689 Feb 7, 2019		Popcornopolis, LLC
United States of America	KNOWN FOR THE CONE	Allowed	87843323 Mar 21, 2018		Popcornopolis, LLC
United States of America	LLAMACORN	Pending	88314701 Feb 25, 2019		Popcornopolis, LLC
United States of America	LLAMANADE	Pending	88292693 Feb 7, 2019		Popcornopolis, LLC
United States of America	MERMAID	Pending	88292731 Feb 7, 2019		Popcornopolis, LLC
United States of America	POP CITY	Registered	78259554 Jun 6, 2003	3776285 Apr 13, 2010	Popcornopolis, LLC

Country	Mark	Status/ Sub Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States of America	POPCORNOPOLIS	Registered	78256466 May 30, 2003	2808875 Jan 27, 2004	Popcornopolis, LLC
United States of America	POPCORNOPOLIS	Registered	78223237 Mar 7, 2003	2907266 Nov 30, 2004	Popcornopolis, LLC
United States of America	POPCORNOPOLIS & CONE DESIGN 	Registered	78849501 Mar 29, 2006	3288036 Sep 4, 2007	Popcornopolis, LLC
United States of America	POPCORNOPOLIS & CONE DESIGN 	Registered	78849383 Mar 29, 2006	3288035 Sep 4, 2007	Popcornopolis, LLC
United States of America	POPCORNOPOLIS & CONE ICON 	Pending	88271019 Jan 22, 2019		Popcornopolis, LLC
United States of America	POPCORNOPOLIS (and design) 	Pending	87558587 Aug 7, 2017		Popcornopolis, LLC
United States of America	POPCORNOPOLIS (and design) 	Pending	87558595 Aug 7, 2017		Popcornopolis, LLC
United States of America	POPCORNOPOLIS (and design) 	Registered	87558599 Aug 7, 2017	5427250 Mar 20, 2018	Popcornopolis, LLC

Country	Mark	Status/ Sub Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States of America	UMAMI POP	Allowed	87188614 Sep 29, 2016		Popcornopolis, LLC
United States of America	UNICORN POPCORN	Registered	87476052 Jun 5, 2017	5378505 Jan 16, 2018	Popcornopolis, LLC
United States of America	UNICORN POPCORN (and design) 	Pending	88373194 Apr 5, 2019		Popcornopolis, LLC
United States of America	ZEBRA	Registered	77080423 Jan 10, 2007	3585197 Mar 10, 2009	Popcornopolis, LLC
United States of America	ZEBRA IMAGE 	Registered	87671823 Nov 3, 2017	5486516 Jun 5, 2018	Popcornopolis, LLC