

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swerve IP, L.L.C.		12/30/2020	Limited Liability Company: LOUISIANA
Swerve, L.L.C.		12/30/2020	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	31 West 52nd Street		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86492609		
Serial Number:	86020815	SWERVE	
Serial Number:	87678022	SWERVE SWEETS	
Serial Number:	87165227	THE ULTIMATE SUGAR REPLACEMENT	
Serial Number:	88625517	SWERVE	
Serial Number:	77679374	SWERVE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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>			
Phone:	1-212-326-3939		
Email:	cartigas@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Carine Artigas		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Melanie H. Misitigh		

CH \$165.00 86492609

SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	01/04/2021
Total Attachments: 5 source=FILE NAI_1515628671_1_Project Sweetie - Trademark Security Agreement [12.2020]#page1.tif source=FILE NAI_1515628671_1_Project Sweetie - Trademark Security Agreement [12.2020]#page2.tif source=FILE NAI_1515628671_1_Project Sweetie - Trademark Security Agreement [12.2020]#page3.tif source=FILE NAI_1515628671_1_Project Sweetie - Trademark Security Agreement [12.2020]#page4.tif source=FILE NAI_1515628671_1_Project Sweetie - Trademark Security Agreement [12.2020]#page5.tif	

TRADEMARK SECURITY AGREEMENT

This trademark security agreement dated as of December 30, 2020 (this “Agreement”) is made by Swerve, L.L.C., a Louisiana limited liability company and Swerve IP, L.L.C., a Louisiana limited liability company (each a “Grantor”), in favor of Toronto Dominion (Texas) LLC, as the administrative agent (the “Administrative Agent”), on behalf of itself and the other Secured Parties under the Loan Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement (as defined below).

WHEREAS, each Grantor has entered into that certain Addendum to Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time), made by each Grantor in favor of the Administrative Agent, pursuant to which each Grantor guaranteed certain obligations under that certain Loan Agreement, dated as of June 25, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Whole Earth Brands, Inc., a Delaware corporation (the “Borrower”), the Administrative Agent and the lenders from time to time party thereto; and

WHEREAS, each Grantor and the Administrative Agent entered into that certain Addendum to Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which, among other things, each Grantor has granted to the Administrative Agent a lien on and continuing security interest in and security title to all of each such Grantor’s rights, title, and interest in and to, (a) all Trademarks, including, without limitation, each issued Trademark, Trademark registration, and Trademark application listed on Exhibit A hereto, whether presently existing or hereafter created or acquired, (b) each Trademark License (specifically excluding, however, any Trademark License that by its terms would be defaulted by the granting of such security interest), including, without limitation, each Trademark License listed on Exhibit A hereto, and the goodwill associated therewith or symbolized thereby, whether presently existing or hereafter created or acquired (provided that no security interest shall be granted in United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law), and (c) all products and Proceeds of the foregoing, including, without limitation, any claim by the Administrative Agent against third parties for past, present, or future (i) infringement, dilution or breach of any Trademark, Trademark registration, Trademark application and Trademark License including, without limitation, any Trademark, Trademark registration, Trademark application, or Trademark License listed on Exhibit A hereto and (ii) injury to the goodwill associated with any Trademark, Trademark registration, or Trademark application (collectively, the “Trademark Collateral”);

WHEREAS, each Grantor has duly authorized and directed the execution and delivery of this Agreement; and

WHEREAS, the parties desire to record, as applicable, each Grantor’s grant of the security interest in the Trademark Collateral to the Administrative Agent with the United States Patent and Trademark Office (the “USPTO”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

1. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement shall remain in full force and effect in accordance with their terms. The rights and remedies of the Administrative Agent with respect to the security interest granted hereunder are more fully set forth in the Security Agreement and their terms and provisions are incorporated herein in their entirety. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Each Grantor grants to the Administrative Agent, for itself and the other Secured Parties, a Lien on and continuing security interest in and security title to all of its right, title, and interest in and to the Trademark Collateral.

3. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same original.

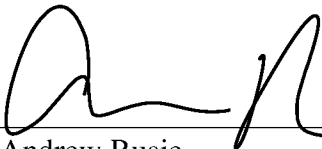
4. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

[Signature Pages Follow]

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


SWERVE, L.L.C.,
as Grantor

By: Project Taste Intermediate LLC,
its sole member

By: 
Name: Andrew Rusie
Title: Chief Financial Officer

SWERVE IP, L.L.C.,
as Grantor

By: Project Taste Intermediate LLC,
its sole member

By: 
Name: Andrew Rusie
Title: Chief Financial Officer

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By: _____
Name:
Title:

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

SWERVE, L.L.C.,
as Grantor

By: Project Taste Intermediate LLC,
its sole member


By: _____
Name: Andrew Rusie
Title: Chief Financial Officer

SWERVE IP, L.L.C.,
as Grantor

By: Project Taste Intermediate LLC,
its sole member

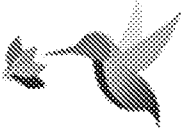
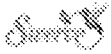
By: _____
Name: Andrew Rusie
Title: Chief Financial Officer

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By:  _____
Name: Hughroy Enniss
Title: Authorized Signatory

**Exhibit A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

App/Reg.	App/Reg No.	Trademark	Trademark Image	Case Status	Jurisdiction
Swerve IP, L.L.C.	1079749	SWERVE		Active Registration	Australia
Swerve IP, L.L.C.	1079749	SWERVE		Active Registration	China
Swerve IP, L.L.C.	1079749	SWERVE		Active Registration	European Union
Swerve IP, L.L.C.	1079749	SWERVE		Active Registration	Japan
Swerve IP, L.L.C.	1079749	SWERVE		Active Registration	World Intellectual Property Organization
Swerve IP, L.L.C.	77679374	SWERVE		Active Registration	United States
Swerve IP, L.L.C.	86492609	SWERVE BIRD (Logo with Flower)		Active Registration	United States
Swerve IP, L.L.C.	86020815	SWERVE Bird (logo)		Active Registration	United States
Swerve IP, L.L.C.	87678022	SWERVE SWEETS		Active Registration	United States
Swerve IP, L.L.C.	87165227	THE ULTIMATE SUGAR REPLACEMENT		Active Registration	United States
Swerve IP, L.L.C.	88625517	SWERVE		Suspended	United States
Swerve IP, L.L.C.	018127503	SWERVE		Active Registration	European Union

TRADEMARK LICENSES

License Agreement, by and between Swerve, L.L.C. and Swerve IP, L.L.C., dated as of February 14, 2011.