

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624774

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wholesome Sweeteners, Incorporated		02/05/2021	Corporation: DELAWARE
Mafco Worldwide LLC		02/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC
Street Address:	77 King Street West
Internal Address:	26th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K1A2
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	90443876	MAGNACLEANCBD
Serial Number:	90443880	MAGNAPHARMA
Serial Number:	90443883	MAGNAPROTEINMASK
Serial Number:	90443885	MAGNAB-BLOCK
Serial Number:	90443888	MAGNABOOST
Serial Number:	90443890	MAGNATASTE
Serial Number:	90443891	
Serial Number:	90443893	
Serial Number:	90443897	
Serial Number:	90443898	
Serial Number:	90443900	
Serial Number:	90443903	
Serial Number:	90443907	
Registration Number:	2708610	BILLINGTON'S
Registration Number:	2665822	BILLINGTON'S
Registration Number:	5591698	BRITTLE THINS

CH \$740.00 90443876

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4843030	CARE FOR YOU. CARE FOR OUR PLANET.
Registration Number:	5209736	CARE FOR YOU. CARE FOR OUR PLANET.
Registration Number:	4848099	
Registration Number:	4843028	LIFE IS SWEETER WHEN IT'S WHOLESOME!
Registration Number:	4843027	LIVE SWEETLY
Registration Number:	5257878	MINDFULLY DELICIOUS
Registration Number:	5223338	SUCANAT
Registration Number:	4951352	SWEET THE WORLD OFF ITS FEET
Registration Number:	5463951	WHOLESOME
Registration Number:	3992358	WHOLESOME SWEETENERS
Registration Number:	4843032	WHOLESOME!
Registration Number:	4843029	WHOLESOME!
Serial Number:	90287881	LET'S BAKE THINGS BETTER

CORRESPONDENCE DATA

Fax Number: 2127557306
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: 1-212-326-3939
Email: matthewwilliams@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Matthew Williams
Address Line 1: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	02/05/2021

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This trademark security agreement dated as of February 5, 2021 (this “Agreement”) is made by Wholesome Sweeteners, Incorporated, a Delaware corporation (“Wholesome”), and Mafco Worldwide LLC (“Mafco”; and together with Wholesome, 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, (a) Wholesome entered into that certain Addendum to Subsidiary Guaranty, dated as of the date hereof, made by Wholesome in favor of the Administrative Agent (“Guaranty Addendum”) and (b) Mafco entered into that certain Subsidiary Guaranty, dated as of June 25, 2020 (as amended by the Guaranty Addendum, and as further amended, restated, supplemented or otherwise modified from time to time, the “Subsidiary Guarantee”), made by Mafco in favor of the Administrative Agent, in each case, pursuant to which each Grantor guaranteed certain obligations under that certain Loan Agreement, dated as of June 25, 2020, as amended by that certain Amendment No. 1 to Loan Agreement and to Pledge Agreement, dated as September 4, 2020, and as such agreement has been further amended or supplemented from time to time prior to the date hereof (the “Existing Loan Agreement”; the Existing Loan Agreement as amended and restated by that certain Amendment and Restatement Agreement, dated as of the date hereof, by and among Whole Earth Brands, Inc., a Delaware corporation (the “Borrower”), the other Credit Parties, as guarantors, the various lenders party thereto, and as further amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among the Borrower, the Administrative Agent and the lenders from time to time party thereto; and

WHEREAS, (a) Wholesome entered into that certain Addendum to Security Agreement, dated as of the date hereof (“Security Agreement Addendum”) and (b) Mafco and the Administrative Agent entered into that certain Security Agreement, dated as of June 25, 2020 (as amended by the Security Agreement Addendum, and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in each case, 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, (i) 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, (ii) 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 (iii) all products and Proceeds of the foregoing, including, without limitation, any claim by the Administrative Agent against third parties for past, present, or future (A) 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 (B) 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.

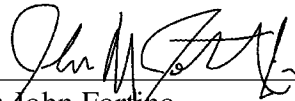
3. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same original.

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

[Signature Pages Follow]

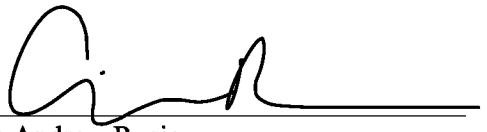
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

**WHOLESOME SWEETENERS,
INCORPORATED,**
as Grantor

By:  _____
Name: John Fortino
Title: Chief Financial Officer, Vice President –
Finance, Treasurer & Secretary

MAFCO WORLDWIDE LLC

as Grantor

By: 


Name: Andrew Rusie

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007182 FRAME: 0107

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By: 
Name: Hughroy Enniss
Title: Authorized Signatory

**Exhibit A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Appl/Reg.	App/Reg No.	Trademark	Trademark Image	Case Status	Jurisdiction
Mafco Worldwide LLC	90/443,876	MAGNACLEANCBD		Active Application	United States
Mafco Worldwide LLC	90/443,880	MAGNAPHARMA		Active Application	United States
Mafco Worldwide LLC	90/443,883	MAGNAPROTEINMASK		Active Application	United States
Mafco Worldwide LLC	90/443,885	MAGNAB-BLOCK		Active Application	United States
Mafco Worldwide LLC	90/443,888	MAGNABOOST		Active Application	United States
Mafco Worldwide LLC	90/443,890	MAGNATASTE		Active Application	United States
Mafco Worldwide LLC	90/443,891	MagnaCleanCBD & Design	MagnaCleanCBD	Active Application	United States
Mafco Worldwide LLC	90/443,893	MagnaPharma & Design	MagnaPharma	Active Application	United States
Mafco Worldwide LLC	90/443,897	MagnaProteinMask & Design	MagnaProteinMask	Active Application	United States
Mafco Worldwide LLC	90/443,898	MagnaB-Block & Design	MagnaB-Block	Active Application	United States
Mafco Worldwide LLC	90/443,900	MagNaBoost & Design	MagNaBoost	Active Application	United States
Mafco Worldwide LLC	90/443,903	MagnaTaste & Design	MagnaTaste	Active Application	United States
Mafco Worldwide LLC	90/443,907	MagnaSweet & Design	MagnaSweet	Active Application	United States

Wholesome Sweeteners, Incorporated	2708610	BILLINGTON'S		Registered	USA
Wholesome Sweeteners, Incorporated	2665822	BILLINGTON'S and Design		Registered	USA
Wholesome Sweeteners, Incorporated	5591698	BRITTLE THINS and Design		Registered	USA
Wholesome Sweeteners, Incorporated	4843030	CARE FOR YOU. CARE FOR OUR PLANET.		Registered	USA
Wholesome Sweeteners, Incorporated	5209736	CARE FOR YOU. CARE FOR OUR PLANET.		Registered	USA
Wholesome Sweeteners, Incorporated	4848099	Heart Design		Registered	USA
Wholesome Sweeteners, Incorporated	4843028	LIFE IS SWEETER WHEN IT'S WHOLESOME!		Registered	USA
Wholesome Sweeteners, Incorporated	4843027	LIVE SWEETLY		Registered	USA
Wholesome Sweeteners, Incorporated	5257878	MINDFULLY DELICIOUS		Registered	USA
Wholesome Sweeteners, Incorporated	5223338	SUCANAT		Registered	USA
Wholesome Sweeteners, Incorporated	4951352	SWEET THE WORLD OFF ITS FEET		Registered	USA
Wholesome Sweeteners, Incorporated	5463951	WHOLESOME and Design		Registered	USA
Wholesome Sweeteners, Incorporated	3992358	WHOLESOME SWEETENERS and Globe Design		Registered	USA
Wholesome Sweeteners, Incorporated	4843032	WHOLESOME!		Registered	USA
Wholesome Sweeteners, Incorporated	4843029	WHOLESOME! and Design		Registered	USA
Wholesome Sweeteners, Incorporated	90/287881	LET'S BAKE THINGS BETTER		Pending Application	USA

TRADEMARK LICENSES

- Royalty and License Agreement, dated as of February 27, 2020, by and between Wholesome Sweeteners, Incorporated and Sweet Candy Company.