

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Food Ingredients, Inc.		08/10/2022	Corporation: NEW YORK
Parker Products, LLC		08/10/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	HSP Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5069774	PARKER	
Registration Number:	4512577	DROPLET	
Registration Number:	4512503	SOFLET	
Registration Number:	4481833	STARLET	
Registration Number:	4511435	CRUNCHLET	
Registration Number:	3928819	NATURE'S CONFECTIONS	
Registration Number:	2481529	COOKIE GEMS	
CORRESPONDENCE DATA			
Fax Number:	2022637507		
<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:	2028357507		
Email:	dcip@milbank.com		
Correspondent Name:	Javier Ramos		
Address Line 1:	1850 K St. NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		

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ATTORNEY DOCKET NUMBER:	34408.00094
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/12/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2022 (this “Agreement”), between PARKER PRODUCTS, LLC, a Texas limited liability company and CREATIVE FOOD INGREDIENTS, INC., a New York corporation (each, a “Grantor” and collectively, the “Grantors”), and HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of August 10, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among SPECIALTY INGREDIENTS MIDCO, LLC, a Delaware limited liability company (“Holdings”), SPECIALTY INGREDIENTS, LLC, a Delaware limited liability company (the “Borrower”), the other GRANTORS from time to time party thereto, the Lenders party thereto and HPS INVESTMENT PARTNERS, LLC, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of August 10, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

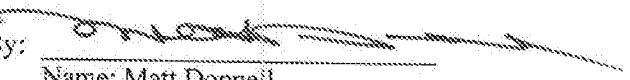
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PARKER PRODUCTS, LLC, as Grantor

By: 
Name: Matt Donnell
Title: Chief Financial Officer

CREATIVE FOOD INGREDIENTS, INC., as Grantor

By: 
Name: Matt Donnell
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

HPS INVESTMENT PARTNERS, LLC, as Collateral Agent

By: 
Name: Daniel Zevnik
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Jurisdiction	Registration Number / Serial Number	Registration Date / Filing Date	Owner
PARKER	United States	5069774	25-OCT-2016	PARKER PRODUCTS, LLC
DROPLET	United States	4512577	08-APR-2014	PARKER PRODUCTS, LLC
SOFLET	United States	4512503	08-APR-2014	PARKER PRODUCTS, LLC
STARLET	United States	4481833	11-FEB-2014	PARKER PRODUCTS, LLC
CRUNCHLET	United States	4511435	08-APR-2014	PARKER PRODUCTS, LLC
NATURE'S CONFECTIONS	United States	3928819	08-MAR-2011	PARKER PRODUCTS, LLC
COOKIE GEMS	United States	2481529	28-AUG-2001	CREATIVE FOOD INGREDIENTS, INC.