

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KING'S PASTRY INC.		11/15/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6548432	KING'S PASTRY EST. 1996	
Registration Number:	3774298	KING'S PASTRY	
Registration Number:	5052209	GOURMET KING	
Serial Number:	90650946	MAPLE LEAFS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122883589		
Email:	sabrina.lynch@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	12/09/2022		
Total Attachments: 6			

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 15, 2022 by and from King's Pastry Inc. , to and in favor of Bank of Montreal, for itself and as Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, 1000327945 Ontario Inc., as the initial Borrower, Bank of Montreal, as Agent and the lenders from time to time party thereto (the "Lenders") have entered into that certain Senior Secured Credit Agreement, dated as of November 15, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, on November 15, 2022 the Borrower and King's Pastry Inc. amalgamated with the continuing corporation from the amalgamation being called King's Pastry Inc. (the "Grantor").

WHEREAS, the Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of November 15, 2022 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"). WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Canadian Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the Canadian Security Agreement).

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing,

including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. **THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KING'S PASTRY INC.

By: Jeffrey N. Murphy
Name: Jeffrey N. Murphy
Title: Director

Acknowledged and accepted:

BANK OF MONTREAL,
as Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KING'S PASTRY INC.

By: _____
Name:
Title:




Acknowledged and accepted:

BANK OF MONTREAL,
as Agent and Grantee

By 
Name: Shehryar Syed
Title: Director

By 
Name:
Title: Matthew Fulton
Director

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date
KING'S PASTRY EST. 1996 	88/826650	09-MAR-2020	6,548,432	02-NOV-2021
KING'S PASTRY 	77/753161	05-JUN-2009	3,774,298	13-APR-2010
GOURMET KING	86/415446	06-OCT-2014	5,052,209	04-OCT-2016
MAPLE LEAFS 	90/650946	16-APR-2021	N/A	N/A