

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781176

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|---|-----------------------------------|-------------------------|----------------------|
| 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: | 8888295817 | | |
| <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: | 8888295819 | | |
| Email: | john.cunningham@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 208 S. LaSalle | | |
| Address Line 2: | Suite 814 | | |
| Address Line 4: | Chicago, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Gregory T. Pealer | | |
| SIGNATURE: | /Gregory T. Pealer/ | | |
| DATE SIGNED: | 01/17/2023 | | |
| Total Attachments: 6 | | | |

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

King's Pastry Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Ontario, Canada
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 15, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 100 King Street West, 18th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) _____
 Association _____
 Partnership _____
 Limited Partnership _____
 Corporation Citizenship _____
 Other Bank Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

90/650946

B. Trademark Registration No.(s)

6,548,432; 3,774,298; 5,052,209

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-2955

Docket Number: 4399317

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Gregory T. Pealer, for Chapman and Cutler LLP

Signature

January 17, 2023

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

**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 |