

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Piedmont Candy Company		05/22/2023	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	1717 MAIN STREET, 4TH FLOOR		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3483035	PIEDMONT CANDY	
<b>Registration Number:</b>	6316989	THINFUL	
<b>Registration Number:</b>	5470430	THINFULLY GOOD CHOCOLATE!	
<b>Registration Number:</b>	3323301	RED BIRD	
<b>Registration Number:</b>	5641875	RED BIRD HANDCRAFTED CANDY SINCE 1890	
<b>Registration Number:</b>	4636462	SINCE 1890 RED BIRD SOUTHERN REFRESH · M	
<b>Registration Number:</b>	4636460	RED BIRD SOUTHERN REFRESH MINTS SINCE 18	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>			
<b>Phone:</b>	210-978-7453		
<b>Email:</b>	eva.martinez@haynesboone.com		
<b>Correspondent Name:</b>	Eva Martinez, Haynes and Boone LLP		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 2:</b>	7898.379_Leon-Osorio		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	7898.379_Leon-Osario		
<b>NAME OF SUBMITTER:</b>	Eva M. Martinez		

CH \$190.00 3483035

<b>SIGNATURE:</b>	/Eva M. Martinez/
<b>DATE SIGNED:</b>	05/22/2023
<b>Total Attachments: 7</b> source=Piedmont - Intellectual Property Security Agreement [EV]#page1.tif source=Piedmont - Intellectual Property Security Agreement [EV]#page2.tif source=Piedmont - Intellectual Property Security Agreement [EV]#page3.tif source=Piedmont - Intellectual Property Security Agreement [EV]#page4.tif source=Piedmont - Intellectual Property Security Agreement [EV]#page5.tif source=Piedmont - Intellectual Property Security Agreement [EV]#page6.tif source=Piedmont - Intellectual Property Security Agreement [EV]#page7.tif	



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of May 22, 2023, is made by Piedmont Candy Company, a North Carolina corporation ("**Grantor**"), in favor of Comerica Bank ("**Secured Party**").

### RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Grantor and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantor; and

WHEREAS, the Grantor is party to that certain Security Agreement of even date herewith, among Secured Party and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Intellectual Property Collateral**"):

- (a) all of Grantor's patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor's trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Grantor.

Notwithstanding anything to the contrary, the Intellectual Property Collateral shall not include any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

PIEDMONT CANDY COMPANY

By: *Michael L. Crow*  
Name: Michael L. Crow  
Title: Assistant Secretary

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT




**(PART A)**

**PATENTS**

None.

**(PART B)**  
**TRADEMARKS**

**Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PIEDMONT CANDY	3,483,035	August 12, 2008
THINFUL	6,316,989	April 6, 2021
THINFULLY GOOD CHOCOLATE!	5,470,430	May 15, 2018
RED BIRD	3,323,301	October 30, 2007
RED BIRD HANDCRAFTED CANDY SINCE 1890 and Design 	5,641,875	January 1, 2019
SINCE 1890 RED BIRD SOUTHERN REFRESH MINTS and Design 	4,636,462	November 11, 2014
RED BIRD SOUTHERN REFRESH MINTS SINCE 1890 and Design 	4,636,460	November 11, 2014

**Applications**

None.



**(PART C)**  
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None.