

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823012

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900776664

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FGF LLC		05/23/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia, as agent
Street Address:	40 King Street West, 14th Floor
Internal Address:	National Accounts, Commercial Banking
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1H1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2920381	HILL COUNTRY BAKERY

CORRESPONDENCE DATA

Fax Number: 6137839690
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: 6137839644
Email: anna.clark@dentons.com
Correspondent Name: Anna Clark
Address Line 1: 99 Bank Street
Address Line 2: Suite 1420
Address Line 4: Ottawa, CANADA K1P 1H4

NAME OF SUBMITTER:	Anna Clark
SIGNATURE:	/Anna Clark/
DATE SIGNED:	07/10/2023

Total Attachments: 4

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SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

WHEREAS this agreement is dated as of this 23 day of May, 2023.

AND WHEREAS FGF LLC (the "Debtor") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "Intellectual Property");

AND WHEREAS the Debtor has delivered a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to The Bank of Nova Scotia in its capacity as agent for certain lenders from time to time (the "Secured Party");

AND WHEREAS pursuant to the Security Agreement, the Debtor granted, assigned, transferred, set over to the Secured Party a security interest in favour of the Secured Party in, certain property of the Debtor, including, without limitation, the Intellectual Property (the "Security Interest");

AND WHEREAS the Debtor and the Secured Party desire to record this agreement with the United States Patent and Trademark Office to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this agreement may be recorded with the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States of America applicable therein.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

FGF LLC

By:  _____
Name: Ojus Ajmera
Title:

By: _____
Name:
Title:

SCHEDULE "A"

REGISTERED TRADEMARKS

US:

Jurisdiction	Mark/Name/AN/RN	Status/Status Date	Owner Information
USA	<u>HILL COUNTRY BAKERY</u> RN: 2920381 SN: 76513871	Renewed, March 3, 2015 Office Status: Registered and Renewed	Fgf LLC (Delaware Limited Liability Company) 1295ORMONT DRIVE, Toronto, Ontario M9L2W6 Canada

REGISTERED PATENTS

US:

Jurisdiction	No	Title	Applicants	Publication number	Publication date	Status
USA	4	COOKING INDENTATION	FGF LLC	USD508632	8/23/2005	expired
USA	9	SINGLE COMPARTMENT #1 FAN TRAY	FGF LLC	USD596445	7/21/2009	
USA	10	DOUBLE COMPARTMENT #1 FAN TRAY	FGF LLC	USD596448	7/21/2009	
USA	11	THREE-COMPARTMENT #1 FAN TRAY	FGF LLC	USD596449	7/21/2009	
USA	12	COVER FOR #1 FAN TRAY	FGF LLC	USD596453	7/21/2009	
USA	13	KIT OF #1 FAN TRAY AND COVER	FGF LLC	USD596446	7/21/2009	

USA	14	#1 FAN COOKIE CUTTER	FGF LLC	USD600507	9/22/2009	
USA	15	#1 FAN CANDY TRAY	FGF LLC	USD600508	9/22/2009	
USA	16	#1 FAN INDIVIDUAL CUPCAKE TRAY	FGF LLC	USD596450	7/21/2009	

REGISTERED COPYRIGHTS

Jurisdiction	No.	Title	Type of Work	Reg. No. / Date	Claimant by Assignment
USA	1	Placement Template	Visual Material	VAu978760 1-16-2016	FGF, LLC
USA	2	#1 Fan Cookie Tray	Visual Material	VAu977256 12-12-2008	FGF, LLC
USA	3	#1 Fan Ice Cream on a Stick	Visual Material	VAu989297 5-27-2009	FGF, LLC