

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413816

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARRETT POPCORN HOLDING COMPANY LLC		01/26/2017	Limited Liability Company: DELAWARE
GARRETT BRANDS LLC		01/26/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PARKWAY BANK AND TRUST COMPANY
Street Address:	4800 North Harlem Avenue
City:	Harwood Heights
State/Country:	ILLINOIS
Postal Code:	60706
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1954774	CAMELCRISP
Registration Number:	3870435	EVERY KERNEL COUNTS
Registration Number:	3570713	GARRETT MIX
Registration Number:	4305118	GARRETT
Registration Number:	2033329	GARRETT POPCORN SHOPS
Registration Number:	2000754	GARRETT POPCORN SHOPS
Registration Number:	3106045	GARRETT POPCORN SHOPS A CHICAGO TRADITIO
Registration Number:	4213338	THE LOVER'S MIX
Registration Number:	3891282	LOVE IS MESSY
Registration Number:	3957874	LOVE IS MESSY
Registration Number:	3870617	THE CAMEL POPCORN YOU LOVE. THE MILK C
Registration Number:	3369434	
Registration Number:	3373094	
Registration Number:	4056103	KERNELS FOR KIDS
Registration Number:	4444829	SIGNATURE STRIPES
Registration Number:	4452250	SIGNATURE STRIPES GUARANTEE GARRETT
Registration Number:	4467238	POPCORN IS HAPPY FOOD

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4458089	
Registration Number:	4458088	
Registration Number:	4422101	TINFETTI
Registration Number:	5068934	
Registration Number:	5064529	
Registration Number:	5005091	G GARRETT CARES
Serial Number:	86000537	HANDCRAFTED HAPPINESS

CORRESPONDENCE DATA

Fax Number: 3128278185

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: 312-807-4350

Email: valerie.swanson@klgates.com, sana.hakim@klgates.com, chicago.trademarks@klgates.com

Correspondent Name: Sana Hakim c/o K&L Gates LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3724439-8
NAME OF SUBMITTER:	Sana Hakim
SIGNATURE:	/sh/
DATE SIGNED:	01/26/2017

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 26, 2017, is entered into by GARRETT POPCORN HOLDING COMPANY LLC, a Delaware limited liability company ("GPHC"), and GARRETT BRANDS LLC, a Delaware limited liability company ("Brands", and together with GPHC, "Grantors"), and PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation (the "Bank").

RECITALS

A. GPHC has entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among GPHC and Pine & State LLC, a Delaware limited liability company (together, "Borrowers"), and the Bank, pursuant to which the Bank has agreed to make loans to Borrowers and pursuant to which certain obligations owed to the Bank are secured.

B. Pursuant to the terms of the Credit Agreement, GPHC has granted to the Bank a security interest in the Collateral, including all right, title and interest of GPHC in, to and under all now owned and hereafter acquired material patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses (excluding software licenses), and all products and proceeds thereof, to secure the payment of all amounts owing by GPHC under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and to secure the payment and performance of the Obligations, including without limitation the Notes, the Grantors do hereby grant to the Bank a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each material trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each material domain name and material trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark

licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each material patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each material patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each material copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each material copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any copyright, including, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral, Patent Collateral and Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GARRETT POPCORN HOLDING
COMPANY LLC**, a Delaware limited liability
company

By: _____
Name: Lance M. Chody
Its: Manager

GARRETT BRANDS LLC, a Delaware limited
liability company

By: _____
Name: Lance M. Chody
Its: Manager

Acknowledged:

PARKWAY BANK AND TRUST COMPANY,
an Illinois banking corporation

By: _____
Name: Gregory T. Bear
Its: Executive Vice President

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GARRETT POPCORN HOLDING
COMPANY LLC**, a Delaware limited liability
company

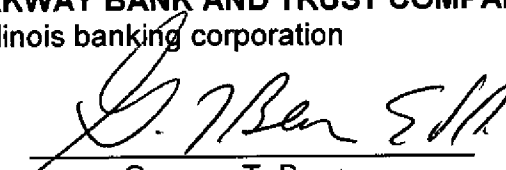
By: _____
Name: Lance M. Chody
Its: Manager

GARRETT BRANDS LLC, a Delaware limited
liability company

By: _____
Name: Lance M. Chody
Its: Manager

Acknowledged:

PARKWAY BANK AND TRUST COMPANY,
an Illinois banking corporation

By: 
Name: Gregory T. Bear
Its: Executive Vice President

SCHEDULE 1

Registered Trademarks, Trademark Applications and Trademark Licenses¹

<u>Trademark</u>	<u>Owner</u>	<u>U.S. Reg. No.</u>	<u>Date Registered</u>
CAMELCRISP	Garrett Brands LLC	1,954,774	02/06/1996
EVERY KERNEL COUNTS	Garrett Brands LLC	3,870,435	11/02/2010
GARRETT MIX	Garrett Brands LLC	3,570,713	02/03/2009
GARRETT	Garrett Brands LLC	4,305,118	3/19/2013
GARRETT POPCORN SHOPS	Garrett Brands LLC	2,033,329	01/28/1997
GARRETT POPCORN SHOPS	Garrett Brands LLC	2,000,754	09/17/1996
GARRETT POPCORN SHOPS A CHICAGO TRADITION SINCE 1949 & Design	Garrett Brands LLC	3,106,045	06/20/2006
THE LOVER'S MIX	Garrett Brands LLC	4,213,338	9/25/2012
LOVE IS MESSY	Garrett Brands LLC	3,891,282	12/14/2010
LOVE IS MESSY	Garrett Brands LLC	3,957,874	05/10/2011
THE CAMEL POPCORN YOU LOVE. THE MILK CHOCOLATE YOU CRAVE.	Garrett Brands LLC	3,870,617	11/02/2010
TIN CAN Design (BW)	Garrett Brands LLC	3,369,434	01/15/2008
TIN CAN Design (colored)	Garrett Brands LLC	3,373,094	01/22/2008
KERNELS FOR KIDS	Garrett Brands LLC	4,056,103	11/15/2011
SIGNATURE STRIPES	Garrett Brands LLC	4,444,829	12/3/2013
SIGNATURE STRIPES GUARANTEE GARRETT	Garrett Brands LLC	4,452,250	12/17/2013
POPCORN IS HAPPY FOOD	Garrett Brands LLC	4,467,238	1/14/2014
SIGNATURE STRIPES Design	Garrett Brands LLC	4,458,089	12/31/2013

¹ This does not include foreign trademark registrations or applications, if any, except for Canada.

<u>Trademark</u>	<u>Owner</u>	<u>U.S. Reg. No.</u>	<u>Date Registered</u>
CRAFT STRIPES Design	Garrett Brands LLC	4,458,088	12/31/2013
TINFETTI	Garrett Brands LLC	4,422,101	10/22/2013
POPCORN CHARACTER Design	Garrett Popcorn Holding Company LLC	5,068,934	10/25/2016
POPCORN CHARACTER Design	Garrett Popcorn Holding Company LLC	5,064,529	10/18/2016
GARRETT CARES (Stylized)	Garrett Popcorn Holding Company LLC	5,005,091	7/19/2016

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date Applied</u>
HANDCRAFTED HAPPINESS	United States	Garrett Popcorn Holding Company LLC	86/000,537	7/2/2013
GARRETT POPCORN SHOPS	Canada	Garrett Popcorn Holding Company LLC	1669179	3/21/2014
GARRETT POPCORN SHOPS & Design	Canada	Garrett Popcorn Holding Company LLC	1669180	3/21/2014

Owned Internet Domain Names/URLs*:

garrettbrands.com
garrettpopcorn.com
garrettpopcornblog.com
garrettpopcornfun.com
garrettpopcornshops.com
garrettshops.com
garrettpopcorn.info
garrettspopcorn.net
garrettpopcorn.net
garrettpopcornshops.net
garrettspopcorn.org
garrettpopcorn.org
garrettpopcorn.us
garrettpopcornblog.us
garrettpopcornshops.us
garetpopcorn.com
garretstpopcorn.com
garettspopcorn.com
garetspopcorn.com
garetspopcorn.net
garetspopcorn.org
garetspopcorn.info

*This does not include foreign internet domain names, if any.

Hosted Internet Domain Names/URLs (not owned):

NONE

SCHEDULE 2

Patents, Patent Applications and Patent Licenses²

Patent Number	Patent Application Number	Date Patent Issued	Filing Date of Patent Application	Assignee	<u>Title</u>
9,326,528	14/075,638	05/03/2016	11/8/2013	Garrett Popcorn Holding Company, LLC	Heater/Mixer For Manufacturing A Flavored Product

² This does not include foreign patent registrations or applications, if any.

SCHEDULE 3

Registered Copyrights, Copyright Applications and Copyright Licenses³

Copyright Reg. No.	Copyright Claimant	Registration Date	Copyright Title
VAu001131170	Garrett Popcorn Holding Company LLC	2/19/2014	Popcorn Character Design

³ This does not include foreign copyright registrations or applications, if any.