

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark and Patent Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mount Franklin Foods, LLC		08/28/2018	Limited Liability Company: TEXAS
Hospitality Mints LLC		08/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	5111368	SWEET VALLEY ORGANICS	
Serial Number:	86895929	SWEET VALLEY ORGANICS	
Serial Number:	86534988	SWEET STOP	
Registration Number:	5541299	SWEET STOP	
Registration Number:	5486980	IT'S NATURE	
Registration Number:	5014601	SOUR ALIENS	
Registration Number:	4919851	CRUNCHY GUMMIES	
Registration Number:	4808221	ELOY'S	
Registration Number:	3900285	FLAVOR SENSATIONS	
Registration Number:	4274337	SUNRISE CONFECTIONS A DIVISION OF MOUNT	
Registration Number:	4230896	SNACK MOM	
Registration Number:	4015787	AZAR	
Registration Number:	3157395	TRAVELER'S SELECT	
Registration Number:	3297950	AMERICA'S AT HOME SNACK SINCE 1914	
Registration Number:	3244617	POWER SNACKS	
Registration Number:	3168058	CHEF AZAR	
Registration Number:	3148574	CHEF XPRESS	

OP \$1365.00 5111368

Property Type	Number	Word Mark
Registration Number:	3398562	AT HOME IN AMERICA'S KITCHENS SINCE 1914
Registration Number:	4150536	SNACK STOP
Registration Number:	3751014	AZAR
Registration Number:	3529849	AZAR
Registration Number:	3328753	PARTY CHOICE
Registration Number:	3162960	SUNRISE
Registration Number:	3149045	SUNRISE
Registration Number:	2981477	SUNRISE
Registration Number:	2955450	CARNIVAL CRUNCH
Registration Number:	2954209	POWER SNACKS
Registration Number:	2819427	SNACK A DOODLE
Registration Number:	2586938	HOLIDAY BELLS
Registration Number:	2590086	HOLIDAY WREATHS
Registration Number:	2046449	HOME RUN
Serial Number:	86367242	SNACK STOP
Registration Number:	4540663	FRUIT SHOPPE
Registration Number:	4527277	FARMERS MARKET
Registration Number:	4545089	MOON ROCKS
Serial Number:	88002723	SIMPLY SUNRISE
Serial Number:	87778031	L'IL BEARS
Serial Number:	87686950	L'IL BEARS
Serial Number:	87717289	GUMMY GOURMET
Serial Number:	87391772	ZOMBIE EYES
Registration Number:	5306430	EASTER BUDDIES
Registration Number:	4971544	SOFTER THAN BRITTLE
Registration Number:	4709834	SOFTER THAN BRITTLE
Registration Number:	0729815	AZAR
Registration Number:	4439956	IT'S MORE THAN A MINT...IT'S A MESSAGE!
Registration Number:	4634137	MY BIZ MINTS
Registration Number:	5318056	HOSPITALITY MINTS
Serial Number:	87423201	PARTY SWEETS
Serial Number:	87790514	THANK YOU
Registration Number:	2273353	HOSPITALITY MINTS
Registration Number:	2813955	SPORTS MINTS
Registration Number:	2937414	PARTY SWEETS
Registration Number:	3012750	PARTY SWEETS
Registration Number:	3026234	HOSPITALITY MINTS

CORRESPONDENCE DATA**Fax Number:** 6175236850*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:** 617-523-2700**Email:** susan.dinicola@hkclaw.com,huntr.hullett@hkclaw.com**Correspondent Name:** Holland & Knight LLP**Address Line 1:** 10 St. James Avenue**Address Line 4:** Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	08/30/2018
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Total Attachments: 10

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**AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 28th day of August, 2018 by **MOUNT FRANKLIN FOODS, LLC**, a Texas limited liability company ("Franklin") and **HOSPITALITY MINTS LLC**, a Delaware limited liability company ("Hospitality") and together with Franklin and each Person joined hereto as a grantor from time to time, collectively, the "Grantors", and each a "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, "Agent").

W I T N E S S E T H

WHEREAS, Grantors and Mount Franklin Nutritionals, LLC, a South Carolina limited liability company (collectively, with each Person joined to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into that certain Second Amended and Restated Revolving Credit, Term Loan, Equipment Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof with the various financial institutions named therein or which hereafter become a party thereto as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, as security for the Obligations under the Credit Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by each Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Credit Agreement of a continuing security interest in each Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to each Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Credit Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Credit Agreement, the terms of the Credit Agreement shall prevail.

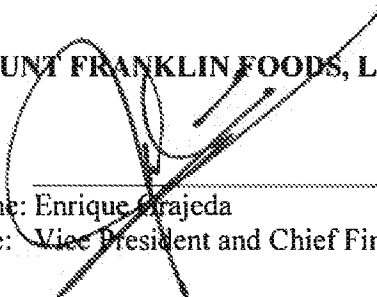
6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF TEXAS.

7. Amendment and Restatement. This Agreement amends and restates (but does not constitute an extinguishment or novation of) that certain Trademark and Patent Security Agreement, dated as of November 18, 2011, by Franklin in favor of Agent, as amended by that certain Supplement No. 1 to Trademark and Patent Security Agreement, dated as of November 10, 2016.

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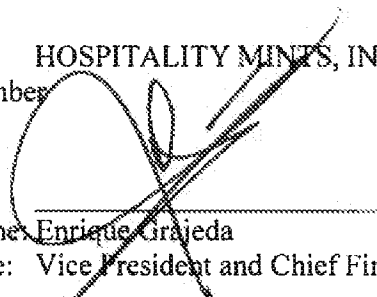
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

MOUNT FRANKLIN FOODS, LLC

By: 
Name: Enrique Grajeda
Title: Vice President and Chief Financial Officer

HOSPITALITY MINTS LLC

By: HOSPITALITY MINTS, INC., its managing member

By: 
Name: Enrique Grajeda
Title: Vice President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Thomas N. Tone
Title: Vice President

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

MOUNT FRANKLIN FOODS, LLC

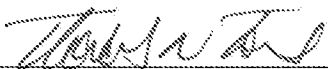
By: _____
Name: Enrique Grajeda
Title: Vice President

HOSPITALITY MINTS LLC

By: _____
Name: Enrique Grajeda
Title: Manager

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Thomas N. Tone
Title: Vice President

SCHEDULE 1

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Mount Franklin Foods, LLC	Sweet Valley Organics	Registration No.: 5111368	Registration date: December 27, 2016
Mount Franklin Foods, LLC	Sweet Valley Organics	Serial No.: 86895929	Filing date: February 3, 2016
Mount Franklin Foods, LLC	Sweet Stop	Serial No.: 86534988	Filing date: February 13, 2015
Mount Franklin Foods, LLC	Sweet Stop	Registration No.: 5541299	Registration date: August 14, 2018
Mount Franklin Foods, LLC	It's Nature	Registration No.: 5486980	Registration date: August 16, 2016
Mount Franklin Foods, LLC	Sour Aliens	Registration No.: 5014601	Registration date: August 2, 2016
Mount Franklin Foods, LLC	Crunchy Gummies	Registration No.: 4919851	Registration date: March 15, 2016
Mount Franklin Foods, LLC	Eloy's	Registration No.: 4808221	Registration date: September 8, 2015
Mount Franklin Foods, LLC	Flavor Sensations	Registration No.: 3900285	Registration date: January 4, 2011
Mount Franklin Foods, LLC	Sunrise Confections a Division of Mount Franklin Foods, LLC	Registration No.: 4274337	Registration date: January 15, 2013
Mount Franklin Foods, LLC	Snack Mom	Registration No.: 4230896	Registration date: October 23, 2012
Mount Franklin Foods, LLC	Azar	Registration No.: 4015787	Registration date: August 23, 2011
Mount Franklin Foods, LLC	Traveler's Select	Registration No.: 3157395	Registration date: October 17, 2006
Mount Franklin Foods, LLC	America's At Home Snack Since 1914	Registration No.: 3297950	Registration date: September 25, 2007
Mount Franklin Foods, LLC	Power Snacks	Registration No.: 3244617	Registration date: May 22, 2007
Mount Franklin Foods, LLC	Chef Azar	Registration No.: 3168058	Registration date: November 7, 2006
Mount Franklin Foods, LLC	Chef Xpress	Registration No.: 3148574	Registration date: September 26, 2006
Mount Franklin Foods, LLC	At Home In America's Kitchens Since 1914	Registration No.: 3398562	Registration date: March 18, 2008
Mount Franklin	Snak Stop	Registration No.:	Registration date; May 29, 2012

[Schedule 1]

Amended and Restated Trademark and Patent Security Agreement

#59850714_v3

TRADEMARK
REEL: 006424 FRAME: 0887

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Foods, LLC		4150536	
Mount Franklin Foods, LLC	Azar	Registration No.: 3751014	Registration date: February 23, 2010
Mount Franklin Foods, LLC	Azar	Registration No.: 3529849	Registration date: November 11, 2008
Mount Franklin Foods, LLC	Party Choice	Registration No.: 3328753	Registration date: November 6, 2007
Mount Franklin Foods, LLC	Sunrise	Registration No.: 3162960	Registration date: October 24, 2006
Mount Franklin Foods, LLC	Sunrise	Registration No.: 3149045	Registration date: September 26, 2006
Mount Franklin Foods, LLC	Sunrise	Registration No.: 2981477	Registration date: August 2, 2005
Mount Franklin Foods, LLC	Carnival Crunch	Registration No.: 2955450	Registration date: May 24, 2005
Mount Franklin Foods, LLC	Power Snacks	Registration No.: 2954209	Registration date: May 24, 2005
Mount Franklin Foods, LLC	Snack A Doodle	Registration No.: 2819427	Registration date: March 2, 2004
Mount Franklin Foods, LLC	Holiday Bells	Registration No.: 2586938	Registration date: June 25, 2002
Mount Franklin Foods, LLC	Holiday Wreaths	Registration No.: 2590086	Registration date: July 2, 2002
Mount Franklin Foods, LLC	Home Run	Registration No.: 2046449	Registration date: March 18, 1997
Mount Franklin Foods, LLC	Snak Stop	Serial No.: 86367242	Filing date: August 14, 2014
Mount Franklin Foods, LLC	Fruit Shoppe	Registration No.: 4540663	Registration date: May 27, 2014
Mount Franklin Foods, LLC	Farmers Market	Registration No.: 4527277	Registration date: May 6, 2014
Mount Franklin Foods, LLC	Moon Rocks	Registration No.: 4545089	Registration date: June 3, 2014
Mount Franklin Foods, LLC	Simply Sunrise	Serial No.: 88002723	Filing date: June 15, 2018
Mount Franklin Foods, LLC	L'il Bears	Serial No.: 87778031	Filing date: January 31, 2018
Mount Franklin Foods, LLC	L'il Bears	Serial No.: 87686950	Filing date: November 16, 2017
Mount Franklin Foods, LLC	Gummy Gourmet	Serial No.: 87717289	Filing date: December 12, 2017
Mount Franklin Foods, LLC	Zombie Eyes	Serial No.: 87391772	Filing date: March 30, 2017
Mount Franklin	Easter Buddies	Registration No.:	Registration date: October 10, 2017

[Schedule 1]

Amended and Restated Trademark and Patent Security Agreement

#59850714_v3

TRADEMARK
REEL: 006424 FRAME: 0888

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Foods, LLC		5306430	
Mount Franklin Foods, LLC	Softer Than Brittle	Registration No.: 4971544	Registration date: June 7, 2016
Mount Franklin Foods, LLC	Softer Than Brittle	Registration No.: 4709834	Registration date: March 24, 2015
Mount Franklin Foods, LLC	Azar	Registration No.: 0729815	Registration date: April 10, 1962
Hospitality Mints LLC	It's More than a Mint... It's a Message	Registration No.: 4439956	Filing date: April 15, 2013
Hospitality Mints LLC	MyBizMints & Design	Registration No.: 4634137	Filing date: December 24, 2013
Hospitality Mints LLC	Hospitality Mints & Design	Registration No.: 5318056	Filing date: June 30, 2016
Hospitality Mints LLC	Party Sweets	Serial No.: 87423201	Filing date: April 4, 2017
Hospitality Mints LLC	Thank You & Design	Serial No.: 87790514	Filing date: February 8, 2018
Hospitality Mints LLC	Hospitality Mints & Design	Registration No.: 2273353	Filing date: June 6, 1997
Hospitality Mints LLC	Sports Mints & Design	Registration No.: 2813955	Filing date: December 9, 2002
Hospitality Mints LLC	Party Sweets & Design	Registration No.: 2937414	Registration date: December 10, 2003
Hospitality Mints LLC	Party Sweets & Design	Registration No.: 3012750	Filing date: September 1, 2004
Hospitality Mints LLC	Hospitality Mints & Design	Registration No.: 3026234	Registration date: December 17, 2004
Hospitality Mints LLC	Thanks A Mint (California)	CA Registration No. 84731	Registration date: August 14, 2017

[Schedule 1]

Amended and Restated Trademark and Patent Security Agreement

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TRADEMARK
REEL: 006424 FRAME: 0889

Trademark Applications

None.

Patents

None.

Patents Applications

None.

[Schedule 1]

Amended and Restated Trademark and Patent Security Agreement

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**TRADEMARK
REEL: 006424 FRAME: 0890**

POWER OF ATTORNEY

Dated: August 28, 2018

MOUNT FRANKLIN FOODS, LLC, a Texas limited liability company ("Franklin") and **HOSPITALITY MINTS LLC**, a Delaware limited liability company ("Hospitality") and together with Franklin and each Person joined to the Trademark and Patent Security Agreement (as defined below) as a grantor from time to time, collectively, the "Grantors", and each a "Grantor", hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as agent for the Lenders (as defined below) under that certain Second Amended and Restated Revolving Credit, Term Loan, Equipment Loan and Security Agreement, by and among Agent, certain financial institutions party thereto as lenders (the "Lenders"), Mount Franklin Nutritionals, LLC, a South Carolina limited liability company, as a "Borrower" thereunder, and the Grantors, each as a "Borrower" thereunder, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Amended and Restated Trademark and Patent Security Agreement, by Grantors in favor of Agent, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

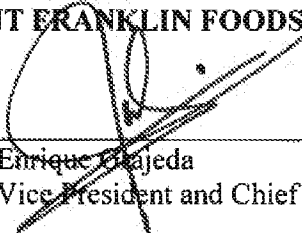
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[Power of Attorney]

Amended and Restated Trademark and Patent Security Agreement

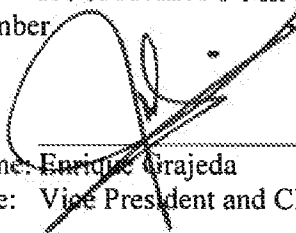
IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

MOUNT FRANKLIN FOODS, LLC

By: 
Name: Enrique Grajeda
Title: Vice President and Chief Financial Officer

HOSPITALITY MINTS LLC

By: HOSPITALITY MINTS, INC., its managing member

By: 
Name: Enrique Grajeda
Title: Vice President and Chief Financial Officer

[Power of Attorney]
Amended and Restated Trademark and Patent Security Agreement

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