

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Iconic IP Interests, LLC		12/06/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S Bank National Association, not in its individual capacity but solely as indenture trustee		
<b>Street Address:</b>	425 Walnut St, 6th Floor		
<b>Internal Address:</b>	CN-OH-W6CT / Attn: Global Structured Finance - Iconic IP Interests, LLC		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5351020	KEEP ON SUCKING	
<b>Registration Number:</b>	4935977	JOLLY RANCHER	
<b>Registration Number:</b>	4895587	PAYDAY	
<b>Registration Number:</b>	4355550	JOLLY RANCHER	
<b>Registration Number:</b>	4240666	JOLLY RANCHER	
<b>Registration Number:</b>	4347470	HEATH	
<b>Registration Number:</b>	4035133	WHOPPIN' RECIPES	
<b>Registration Number:</b>	3993019	MILK DUDS	
<b>Registration Number:</b>	4220144	JOLLY RANCHER	
<b>Registration Number:</b>	3989197	MILK DUDS	
<b>Registration Number:</b>	4023871	THE SWEET TASTE OF ENERGY	
<b>Registration Number:</b>	4010389	JOLLY RANCHER CRUNCH 'N CHEW	
<b>Registration Number:</b>	3840907	HEATH	
<b>Registration Number:</b>	3738162	JOLLY RANCHER	
<b>Registration Number:</b>	3613727	JOLLY RANCHER	
<b>Registration Number:</b>	3613728	WHOPPERS	
<b>Registration Number:</b>	3499049	GOOD & FRUITY	

OP \$1140.00 5351020

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3499050	GOOD & FRUITY
Registration Number:	3480440	JOLLY RANCHER
Registration Number:	3480388	JOLLY RANCHER
Registration Number:	3480391	WHOPPERS
Registration Number:	3311207	MILK DUDS
Registration Number:	3310864	JOLLY RANCHER
Registration Number:	3289124	JOLLY RANCHER
Registration Number:	3076741	ZERO
Registration Number:	1923904	JOLLY RANCHER
Registration Number:	1684586	JOLLY RANCHER
Registration Number:	1677789	ZERO
Registration Number:	1572237	HEATH BITS
Registration Number:	1448756	PAYDAY
Registration Number:	1404302	HEATH
Registration Number:	1307327	MILK DUDS
Registration Number:	1328776	GOOD & PLENTY
Registration Number:	1289249	GOOD & PLENTY
Registration Number:	1268127	ZERO
Registration Number:	1023366	SIXLETS
Registration Number:	0965678	WHOPPERS
Registration Number:	0370705	PAYDAY
Registration Number:	0243197	GOOD AND PLENTY
Registration Number:	0515075	CHUCKLES
Serial Number:	88101124	FRUITI-FETTI
Serial Number:	87473208	SOUR SURGE
Serial Number:	87596463	JOLLY RANCHER MISFITS
Serial Number:	87462634	SOUR RUSH
Serial Number:	87418931	PAYDAY. GET TO IT.

**CORRESPONDENCE DATA**

Fax Number: 2128366337

*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: 212-836-7319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske c/o Arnold & Porter

Address Line 1: Kaye Scholer LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske
<b>SIGNATURE:</b>	/Paul J. Somelofske/
<b>DATE SIGNED:</b>	12/06/2018
<b>Total Attachments: 10</b> source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page1.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page2.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page3.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page4.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page5.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page6.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page7.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page8.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page9.tif source=Executed Iconic-TIAA - Trademark Security Agreement_(US_164069860_1)#page10.tif	

GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of December 6, 2018, is made by ICONIC IP INTERESTS, LLC, a Delaware limited liability corporation (the "Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as indenture trustee (the "Trustee") to that certain Indenture, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Obligor and the Trustee.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Obligor has issued Notes subject to the conditions set forth therein; and

WHEREAS, pursuant to the Indenture, the Obligor has pledged and granted to the Trustee for the benefit of the Noteholders a continuing security interest in all Acquired Assets of the Obligor, including the Obligor's trademark registrations, applications for registration, and the goodwill associated therewith; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and the other Securitization Documents to which it is a party, the Obligor agrees, for the benefit of the Noteholders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Obligor's trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Trustee for the benefit of the Noteholders to secure payment, performance and observance of the Secured Obligations; provided, that the Collateral shall not include any trademark application filed in the United States Patent and Trademark Office (the "PTO") on the basis of the Obligor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the PTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), to the extent that granting a security interest or other lien in such trademark application prior to such filing would adversely affect the enforceability or validity of or void such trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the PTO. The Obligor hereby requests and authorizes the PTO to record this Agreement against the Collateral. The security interest

granted hereby has been granted to the Trustee for the benefit of the Noteholders in connection with the Indenture and is expressly subject to the terms and conditions thereof. The Indenture (and all rights and remedies of the Noteholders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.

SECTION 5. Termination. Upon the satisfaction and discharge of the Indenture in accordance with Section 3.01 thereof, this Agreement shall terminate and, at the request and sole expense of the Obligor following any such termination, the Trustee shall execute and deliver to the Obligor such documents as the Obligor shall reasonably request to evidence such termination.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ICONIC IP INTERESTS, LLC, as Obligor

By:   
Name: Christopher McRorie  
Title: Vice President, General Counsel & Secretary

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006495 FRAME: 0851**

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

By: 

Name: Chris McKim

Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006495 FRAME: 0852**

**SCHEDULE A  
TRADEMARKS**

	<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>	<b>Status</b>
1.	FRUITI-FETTI	United States	88101124 31-AUG-2018	N/A	ICONIC IP INTERESTS, LLC	Pending
2.	KEEP ON SUCKING	United States	86714377 04-AUG-2015	5351020 05-DEC-2017	ICONIC IP INTERESTS, LLC	Registered
3.	JOLLY RANCHER	United States	86681789 02-JUL-2015	4935977 12-APR-2016	ICONIC IP INTERESTS, LLC	Registered
4.	PAYDAY	United States	86680529 01-JUL-2015	4895587 02-FEB-2016	ICONIC IP INTERESTS, LLC	Registered
5.	JOLLY RANCHER	United States	85715142 28-AUG-2012	4355550 18-JUN-2013	ICONIC IP INTERESTS, LLC	Registered
6.	JOLLY RANCHER	United States	85463710 03-NOV-2011	4240666 13-NOV-2012	ICONIC IP INTERESTS, LLC	Registered
7.	HEATH	United States	85452773 21-OCT-2011	4347470 04-JUN-2013	ICONIC IP INTERESTS, LLC	Registered



	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
8.	WHOPPIN' RECIPES	United States	85286125 05-APR-2011	4035133 04-OCT-2011	ICONIC IP INTERESTS, LLC	Registered
9.	MILK DUDS	United States	85176426 15-NOV-2010	3993019 12-JUL-2011	ICONIC IP INTERESTS, LLC	Registered
10.	JOLLY RANCHER	United States	85171130 08-NOV-2010	4220144 09-OCT-2012	ICONIC IP INTERESTS, LLC	Registered
11.	MILK DUDS	United States	85167745 03-NOV-2010	3989197 05-JUL-2011	ICONIC IP INTERESTS, LLC	Registered
12.	THE SWEET TASTE OF ENERGY	United States	85157756 21-OCT-2010	4023871 06-SEP-2011	ICONIC IP INTERESTS, LLC	Cancelled
13.	JOLLY RANCHER CRUNCH 'N CHEW	United States	85079090 07-JUL-2010	4010389 09-AUG-2011	ICONIC IP INTERESTS, LLC	Registered
14.	HEATH	United States	77921003 27-JAN-2010	3840907 31-AUG-2010	ICONIC IP INTERESTS, LLC	Registered
15.	JOLLY RANCHER	United States	77978434 04-MAR-2009	3738162 12-JAN-2010	ICONIC IP INTERESTS, LLC	Registered
16.	JOLLY RANCHER	United States	77513093 02-JUL-2008	3613727 28-APR-2009	ICONIC IP INTERESTS, LLC	Cancelled

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
17.	WHOPPERS	United States	77513094 02-JUL-2008	3613728 28-APR-2009	ICONIC IP INTERESTS, LLC	Cancelled
18.	GOOD & FRUITY	United States	77471840 12-MAY-2008	3499049 09-SEP-2008	ICONIC IP INTERESTS, LLC	Registered
19.	GOOD & FRUITY	United States	77471845 12-MAY-2008	3499050 09-SEP-2008	ICONIC IP INTERESTS, LLC	Registered
20.	JOLLY RANCHER	United States	77367162 09-JAN-2008	3480440 05-AUG-2008	ICONIC IP INTERESTS, LLC	Renewed (Registered)
21.	JOLLY RANCHER	United States	77366125 08-JAN-2008	3480388 05-AUG-2008	ICONIC IP INTERESTS, LLC	Renewed (Registered)
22.	WHOPPERS	United States	77366129 08-JAN-2008	3480391 05-AUG-2008	ICONIC IP INTERESTS, LLC	Registered
23.	MILK DUDS	United States	77083443 16-JAN-2007	3311207 16-OCT-2007	ICONIC IP INTERESTS, LLC	Cancelled
24.	JOLLY RANCHER	United States	77067709 19-DEC-2006	3310864 16-OCT-2007	ICONIC IP INTERESTS, LLC	Renewed (Registered)
25.	JOLLY RANCHER	United States	78962419 29-AUG-2006	3289124 04-SEP-2007	ICONIC IP INTERESTS, LLC	Cancelled

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
26.	ZERO	United States	78610647 18-APR-2005	3076741 04-APR-2006	ICONIC IP INTERESTS, LLC	Renewed (Registered)
27.	JOLLY RANCHER	United States	74492802 22-FEB-1994	1923904 03-OCT-1995	ICONIC IP INTERESTS, LLC	Renewed (Registered)
28.	JOLLY RANCHER	United States	74171460 30-MAY-1991	1684586 28-APR-1992	ICONIC IP INTERESTS, LLC	Renewed (Registered)
29.	ZERO	United States	74134098 28-JAN-1991	1677789 03-MAR-1992	ICONIC IP INTERESTS, LLC	Renewed (Registered)
30.	HEATH BITS	United States	73796350 28-APR-1989	1572237 19-DEC-1989	ICONIC IP INTERESTS, LLC	Renewed (Registered)
31.	PAYDAY	United States	73629994 12-NOV-1986	1448756 21-JUL-1987	ICONIC IP INTERESTS, LLC	Renewed (Registered)
32.	HEATH	United States	73576246 03-JAN-1986	1404302 05-AUG-1986	ICONIC IP INTERESTS, LLC	Renewed (Registered)
33.	MILK DUDS	United States	73414847 24-FEB-1983	1307327 27-NOV-1984	ICONIC IP INTERESTS, LLC	Renewed (Registered)
34.	GOOD & PLENTY	United States	73388195 23-SEP-1982	1328776 02-APR-1985	ICONIC IP INTERESTS, LLC	Renewed (Registered)

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
35.	GOOD & PLENTY	United States	73383882 07-SEP-1982	1289249 07-AUG-1984	ICONIC IP INTERESTS, LLC	Renewed (Registered)
36.	ZERO	United States	73382275 27-AUG-1982	1268127 21-FEB-1984	ICONIC IP INTERESTS, LLC	Renewed (Registered)
37.	SIXLETS	United States	73046842 17-MAR-1975	1023366 21-OCT-1975	ICONIC IP INTERESTS, LLC	Renewed (Registered)
38.	WHOPPERS	United States	72378772 15-DEC-1970	0965678 07-AUG-1973	ICONIC IP INTERESTS, LLC	Renewed (Registered)
39.	PAYDAY	United States	71416565 01-MAR-1939	0370705 05-SEP-1939	ICONIC IP INTERESTS, LLC	Renewed (Registered)
40.	GOOD AND PLENTY	United States	71251282 29-JUN-1927	0243197 12-JUN-1928	ICONIC IP INTERESTS, LLC	Renewed (Registered)
41.	SOUR SURGE	United States	87473208 02-JUN-2017	N/A	ICONIC IP INTERESTS, LLC	Pending
42.	JOLLY RANCHER MISFITS	United States	87596463 05-SEP-2017	N/A	ICONIC IP INTERESTS, LLC	Pending
43.	SOUR RUSH	United States	87462634 24-MAY-2017	N/A	ICONIC IP INTERESTS, LLC	Pending

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
44.	PAYDAY. GET TO IT.	United States	87418931 20-APR-2017	N/A	ICONIC IP INTERESTS, LLC	Pending
45.	CHUCKLES	United States	71543769 9-DEC-1947	0515075 13-SEP-1949	ICONIC IP INTERESTS, LLC	Renewed (Registered)