

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3102415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
IMPACT CONFECTIONS, INC.	11/10/2014

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	800 NICOLLET MALL
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	D498341
Patent Number:	D496517
Patent Number:	D495461
Patent Number:	D466270
Patent Number:	D463087
Patent Number:	D462823
Patent Number:	D462503
Patent Number:	D462502
Patent Number:	D420903
Patent Number:	6561371
Patent Number:	6651833
Patent Number:	6884447

CORRESPONDENCE DATA

Fax Number: (612)340-8827

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: 6123402600

Email: schuler.emma@dorsey.com

Correspondent Name: DORSEY & WHITNEY LLP

Address Line 1: 50 SOUTH SIXTH STREET, SUITE 1500

Address Line 2: INTELLECTUAL PROPERTY PRACTICE GROUP

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-1498

PATENT

NAME OF SUBMITTER:	EMMA L. SCHULER
SIGNATURE:	/Emma L. Schuler/
DATE SIGNED:	11/11/2014
Total Attachments: 4 source=USBank_Security_Agreement#page1.tif source=USBank_Security_Agreement#page2.tif source=USBank_Security_Agreement#page3.tif source=USBank_Security_Agreement#page4.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this “Confirmatory Grant”) is made effective as of November 10, 2014, by and from the grantor party hereto (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Impact Confections, Inc., a New Mexico corporation (“Confections”) (effective immediately following the consummation of the Acquisition (Impact)), Melster Candies, Inc., a Wisconsin corporation (“Melster”) (effective immediately following the consummation of the Acquisition (Impact)), Impact Holding, Inc., a Delaware corporation (successor by merger to Impact Merger Sub, Inc.) (“Impact Holding”), Impact Intermediate, Inc., a Delaware corporation (“Intermediate Holdco”), and Impact Merger Sub, Inc., a Delaware corporation (to be merged with and into Impact Holding, Inc.) (“MergerSub” and together with Confections, Melster, Impact Holding, and Intermediate Holdco, each a “Borrower” and collectively, the “Borrowers”), the Lenders, and the Administrative Agent are parties to that certain Credit Agreement dated as of November 10, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent

indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Patents, and shall have the right to use and register the Patents in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Patents effective as of the date first written above.

IMPACT CONFECTIONS, INC.

By: 
Name: Lisa A. Kro
Title: Vice President

Confirmatory Grant of Security Interest in Patents

PATENT
REEL: 034142 FRAME: 0689

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

Patent Number	Issue/ Publication Date	Title
D498,341	11/16/2004	CANDY BRUSH AND CONFECTIONERY CONTAINER SET
D496,517	9/28/2004	COMBINED CANDY BRUSH AND CONTAINER THEREFOR
D495,461	9/7/2004	CANDY BRUSH FOR A CONFECTIONERY PRODUCT
D466,270	12/3/2002	ALIEN HEAD FOR CONFECTIONERY PRODUCT
D463,087	2/24/2002	ALIEN BODY FOR CONFECTIONERY PRODUCT
D462,823	9/17/2002	ALIEN HEAD FOR CONFECTIONERY PRODUCT
D462,503	9/10/2002	ALIEN HEAD FOR CONFECTIONERY PRODUCT
D462,502	9/10/2002	ALIEN HEAD FOR CONFECTIONERY PRODUCT
D420,903	2/22/2000	DISPLAY CONTAINER
6561371	5/13/2003	SELF SEALING CAP
6651833	11/25/2003	SELF SEALING CAP WITH SPRING AND POST
6884447	4/26/2005	CONFECTIONERY WITH BODY, HANDLE AND CONTAINER