

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4566437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENTAL PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE TOPPS COMPANY, INC.	08/24/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT AND AS COLLATERAL AGENT
<b>Street Address:</b>	60 WALL STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15548669
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)452-2329
<i>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.</i>	
<b>Phone:</b>	2136207848
<b>Email:</b>	iprecordations@whitecase.com
<b>Correspondent Name:</b>	JUSTINE LU/WHITE & CASE LLP
<b>Address Line 1:</b>	555 SOUTH FLOWER STREET, 2700
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071
<b>ATTORNEY DOCKET NUMBER:</b>	1411779-0038-S216
<b>NAME OF SUBMITTER:</b>	JUSTINE LU
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	08/25/2017
<b>Total Attachments: 5</b>	
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## SUPPLEMENTAL PATENT SECURITY AGREEMENT

**Supplemental Patent Security Agreement**, dated as of August 24, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Supplemental Patent Security Agreement**”), by THE TOPPS COMPANY, INC. (the “**Grantor**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and as collateral agent pursuant to the Credit Agreement (in such capacities, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 2, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in, or incorporated by reference into, the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Patents and Patent applications of the Grantor listed on Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, all products of, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Patents of the Grantor under this Supplemental Patent Security Agreement.

SECTION 5. Counterparts. This Supplemental Patent Security Agreement may be executed by one or more of the parties to this Supplemental Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Supplemental Patent Security Agreement by facsimile, .pdf or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Supplemental Patent Security Agreement.

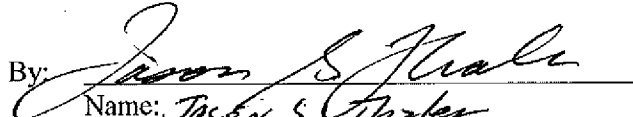
SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Supplemental Patent Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow.]


IN WITNESS WHEREOF, the undersigned has executed this Supplemental Patent Security Agreement as of the day and year first above written.

**THE TOPPS COMPANY, INC.,** Grantor

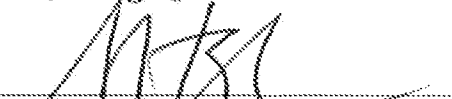
By:   
Name: Jason S. Foster  
Title: GC

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Patent Security Agreement as of the day and year first above written.

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as Administrative Agent

By: 

Name: **Anca Trifan**  
Title: **Managing Director**

By: 

Name:  
Title: **Marcus Tarkington**  
**Director**

**Schedule I**

**Patent Registrations and Patent Applications**

**PATENT REGISTRATIONS**

None.

**PATENT APPLICATIONS**

<b>NO.</b>	<b>OWNER</b>	<b>TITLE</b>	<b>APP. NO.</b>	<b>APP. DATE</b>
1.	The Topps Company, Inc.	PACKAGING FOR CHEWING GUM	15/548669	8/3/2017