

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474658

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST SOURCE, LLC		05/18/2018	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE LLC		
Street Address:	430 PARK AVENUE		
Internal Address:	SUITE 1202		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4879297	FIRST SOURCE	
Registration Number:	4879298	FS	
Registration Number:	4879299	FS	
Registration Number:	5256623	SELECT FAVORITES	
Registration Number:	4629393	STOCKING TREATS	
Registration Number:	4479076	NATURE'S FUEL	
Registration Number:	4240830	WYTHE WILL TZETZO	
Registration Number:	4240742	HENRY STREET SWEETS	
Registration Number:	3945903	TOTALLY SOUR	
Registration Number:	3385124	MAYFAIR	
Registration Number:	3388444	MAYFAIR	
Registration Number:	3358744	CANDY CARNIVAL	
Registration Number:	3120478	SPOUT	
Registration Number:	3040443	BASKET STUFFERS	
Registration Number:	3044857	BASKET STUFFERS	
Registration Number:	2412572	ALPINE VALLEY	
Registration Number:	2269125	SPOUT	
Registration Number:	3416479	MAYFAIR	
TRADEMARK			

CH \$890.00 4879297

Property Type	Number	Word Mark
Registration Number:	2175860	SELECT SWEETS
Registration Number:	2142790	KIDS PLAY
Registration Number:	0826996	CLARK
Registration Number:	0822075	
Registration Number:	0791935	CLARK
Registration Number:	0638559	TEABERRY
Serial Number:	87650647	THREE GUMMI BEARS
Serial Number:	87650650	GUMMI LOVERS MIX
Serial Number:	87650652	SOUR GUMMI LOVERS MIX
Serial Number:	87650640	GUMMI CREEPY CRAWLY CREATURES
Serial Number:	87650657	GUMMI RING THINGS
Serial Number:	87636001	SNACKIN' GOOD
Serial Number:	87333198	SOUR CYCLONES
Serial Number:	87164729	VALENTINE STUFFERS
Serial Number:	87164718	LIVE LIVELY
Serial Number:	86559484	CHUGGERS
Serial Number:	86559496	CHUGGERS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 3105572900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, STE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	34089.005
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/18/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 18, 2018 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of May 18, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among FIRST SOURCE, LLC, a Maryland limited liability company (the "Borrower"), WYTHE WILL TZETZO HOLDINGS, LLC, a Maryland limited liability company ("Holdings"), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, Blue Torch as Administrative Agent and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of May 18, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY

DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

FIRST SOURCE, LLC,
as Grantor

By: William G. Waters
Name: William G. Waters
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BLUE TORCH FINANCE LLC, as Agent

By: 

Name: Kevin Genda

Title: CEO

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 006362 FRAME: 0301

SCHEDULE 1

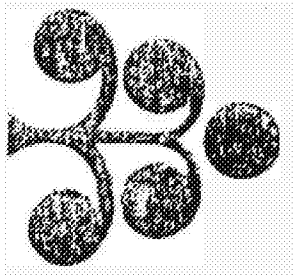
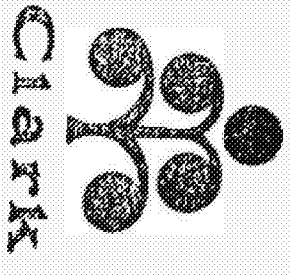
TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

MARK	DESCRIPTION	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
FIRST SOURCE	Import Agency Services, Wholesale Store and Distributorship Services featuring candy, chocolates, gum, cookies, granola, nuts, processed fruits, snack foods, granola snacks, specialty and gourmet foods, sauces, coffee and beverages.	86173441	4879297	Registered	Owner: First Source, LLC
	Import Agency Services, Wholesale Store and Distributorship services featuring candy, chocolates, gum, cookies, granola, nuts, processed fruits, snack foods, granola snacks, specialty and gourmet foods, sauces, coffee and beverages	86173494	4879298	Registered	Owner: First Source, LLC
	Import Agency Services, Wholesale Store and Distributorship services featuring candy, chocolates, gum, cookies, granola, nuts, processed fruits, snack foods, granola snacks, specialty and gourmet foods, sauces, coffee and beverages	86173510	4879299	Registered	Owner: First Source, LLC

SELECT FAVORITES	Bubble gum; candy	86369275	5256623	Registered	Owner: First Source, LLC
STOCKING TREATS	Bubble gum; candy	85911315	4629393	Registered	Owner: First Source, LLC
NATURE'S FUEL	Trail mix consisting primarily of processed nuts, seeds, dried fruit and also including chocolate	85882739	4479076	Registered	Owner: First Source, LLC
WYTHE WILL TZETZO	Distributorship services in the field of fine confections, sweets and gourmet foods	85508371	4240830	Registered	Owner: First Source, LLC
HENRY STREET SWEETS	Candy	85487897	4240742	Registered	Owner: First Source, LLC
TOTALLY SOUR	Candy and Gum	77954664	3945903	Registered	Owner: First Source, LLC
MAYFAIR	Gum	77219431	3385124	Renewed	Owner: First Source, LLC
MAYFAIR	Dried fruits, processed nuts, and snack mix consisting primarily of processed fruits, processed nuts, and/or raisins	77219445	3388444	Registered	Owner: First Source, LLC
CANDY CARNIVAL	Candy and chewing gum	77136288	3358744	Renewed	Owner: First Source, LLC
SPOUT	Chewing Gum	78688903	3120478	Renewed	Owner: First Source, LLC
Basket Stuffers	Candy and chewing gum	78421285	3040443	Renewed	Owner: First Source, LLC
BASKET STUFFERS	Candy and chewing gum	78421271	3044857	Renewed	Owner: First Source, LLC
ALPINE VALLEY	Dried fruits and nuts	75901811	2412572	Renewed	Owner: First Source, LLC

SPOUT	Chewing and bubble gum	75538966	2269125	Renewed	Owner: First Source, LLC
MAYFAIR	Non-premium candy sold and marketed primarily through pegboards, law down bags, seasonal novelty items and/or through bulk item displays	75512236	3416479	Renewed	Owner: First Source, LLC
SELECT SWEETS	Candy and Chewing Gum	75276213	2175860	Renewed	Owner: First Source, LLC
KIDS PLAY	Candy and bubble gum	75276374	2142790	Renewed	Owner: First Source, LLC
CLARK	Chewing gum	72251863	0826996	Renewed	Owner: First Source, LLC
	Chewing gum	72251862	0822075	Renewed	Owner: First Source, LLC
	Chewing gum	72191706	0791935	Renewed	Owner: First Source, LLC
TEABERRY	Chewing gum	72002950	0638559	Renewed	Owner: First Source, LLC

2. TRADEMARK APPLICATIONS

THREE GUMMI BEARS	Candy	87650647	n/a	Pending Intent to Use	Owner: First Source, LLC
GUMMI LOVERS MIX	Candy	87650650	n/a	Pending Intent to Use	Owner: First Source, LLC
SOUR GUMMI LOVERS MIX	Candy	87650652	n/a	Pending Intent to Use	Owner: First Source, LLC
GUMMI CREEPY CRAWLY CREATURES	Candy	87650640	n/a	Pending Intent to Use	Owner: First Source, LLC
GUMMI RING THINGS	Candy	87650657	n/a	Pending Intent to Use	Owner: First Source, LLC
SNACKIN' GOOD	Flavored nuts; Snack mix consisting of dehydrated fruit and processed nuts; Snack mix consisting primarily of processed fruits, processed nuts and/or raisins; Snack mix consisting primarily of processed nuts, seeds, dried fruit and also including chocolate	87636001	n/a	Pending Intent to Use	Owner: First Source, LLC
SOUR CYCLONES	Candy	87333198	n/a	Published (Pending) Intent to Use	Owner: First Source, LLC
VALENTINE STUFFERS	Bubble gum; candy	87164729	n/a	Published (Pending)	Owner: First Source, LLC

					Intent to Use	
LIVE LIVELY	Trail mix consisting primarily of processed nuts, seeds, dried fruit	87164718	n/a		Published (Pending) Intent to Use	Owner: First Source, LLC
CHUGGERS	Snack mix consisting primarily of dehydrated fruits and/or raisins, processed nuts and also including sesame sticks; Trail mix consisting primarily of processed nuts, seeds, dried fruit and also including chocolate	86559484	n/a		Published (Pending) Intent to Use	Owner: First Source, LLC
CHUGGERS	Candy	86559496	n/a		Published (Pending) Intent to Use	Owner: First Source, LLC

3. TRADEMARK LICENSES

None.