

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFY TAPPLE, L.L.C.		11/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSOCIATED BANK		
Street Address:	525 W. MONROE STREET		
Internal Address:	SUITE 2400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87111916	MRS PRINDABLES GOURMET CARAMEL APPLES	
Serial Number:	87208959	P	
Serial Number:	85051841	P	
Serial Number:	85051792	MRS. PRINDABLE'S	
Serial Number:	85050442	MRS. PRINDABLE'S HANDMADE CONFECTIONS	
Serial Number:	85043451	MRS. PRINDABLE'S	
Serial Number:	85050357	P MRS. PRINDABLE'S HANDMADE CONFECTIONS	
Serial Number:	71589881	AFFY TAPPLE	
CORRESPONDENCE DATA			
Fax Number:	3128761155		
<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>			
Phone:	312-876-1700		
Email:	pfossier@dykema.com		
Correspondent Name:	BETH LYDEN		
Address Line 1:	DYKEMA GOSSETT PLLC		
Address Line 2:	10 S. WACKER DR., SUITE 2300		
Address Line 4:	CHICAGO, ILLINOIS 60606		

CH \$215.00 87111916

NAME OF SUBMITTER:	Beth Lyden
SIGNATURE:	/BETH LYDEN/
DATE SIGNED:	12/07/2017
Total Attachments: 7 source=AppyTapple_Security_Interest#page1.tif source=AppyTapple_Security_Interest#page2.tif source=AppyTapple_Security_Interest#page3.tif source=AppyTapple_Security_Interest#page4.tif source=AppyTapple_Security_Interest#page5.tif source=AppyTapple_Security_Interest#page6.tif source=AppyTapple_Security_Interest#page7.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 29, 2017

WHEREAS, Affy Tapple, L.L.C., a Delaware limited liability company (the "Grantor"), having an office at 3550 Hobson Road, 3rd Floor, Woodridge, Illinois 60517, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having an office at 525 W. Monroe Street, Suite 2400, Chicago, Illinois 60661 (together with its successors, assigns and affiliates, "Associated Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, among the Grantor, Beavers Family Confections, LLC, a Delaware limited liability company ("BFC", and together with Grantor, collectively, the "Borrowers"), and the other Debtors from time to time party thereto, and Associated Bank (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; all capitalized terms used and not otherwise defined herein are defined in the Security Agreement), the Grantor hereby grants Associated Bank, for itself and as agent for the benefit of its affiliates, and their respective successors and assigns, a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Borrowers to Associated Bank and its successors, assigns and affiliates, including without limitation all "Obligations" under, and, as defined in, that certain Credit Agreement by and among the Borrowers and Associated Bank dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Credit Agreement"). Upon request of the Grantor when all such obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

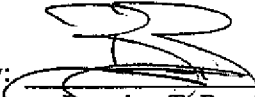
This security interest has been made in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

AFFY TAPPLE, L.L.C., a Delaware limited liability company, as Grantor

By: 
Name: Brandon T. Beavers
Title: Manager

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

AFFY TAPPLE, L.L.C., a Delaware limited liability company, as Grantor

By: _____
Name: Brandon T. Beavers
Title: Manager

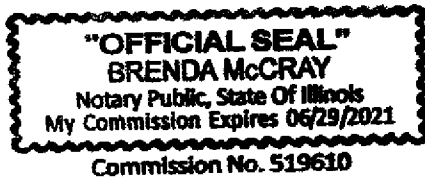
ASSOCIATED BANK, NATIONAL ASSOCIATION

By: James E. Lynch
Name: James E. Lynch
Title: Senior Vice President

STATE OF _____)
) ss.:
COUNTY OF _____)

On this 28th day of November, 2017, before me personally came Brandon T. Beavers, who, being by me duly sworn, did state as follows: that he/she is the Manager of Affy Tapple, L.L.C., a Delaware limited liability company, that he/she is authorized to execute the foregoing Grant of Security Interest on behalf of said company and that he/she did so by authority of the Board of Directors (or similar managing body) of said company.

Brenda McCray
Notary Public



STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of November, 2017, before me personally came _____ who, being by me duly sworn, did state as follows: that he/she is _____ of Associated Bank, National Association, a national banking association, that he/she is authorized to execute the foregoing Grant of Security Interest on behalf of said association and that he/she did so by authority of the Board of Directors (or similar managing body) of said association.

Notary Public

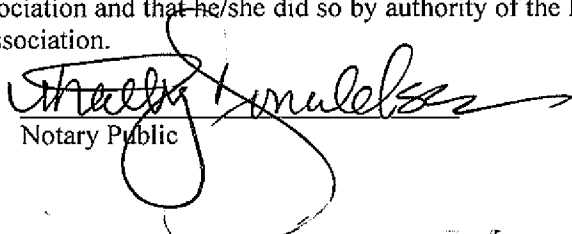
STATE OF _____)
) ss.:
COUNTY OF _____)

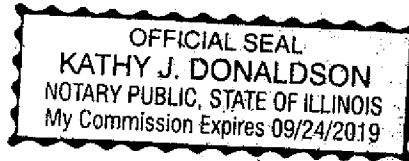
On this ____ day of November, 2017, before me personally came Brandon T. Beavers, who, being by me duly sworn, did state as follows: that he/she is the Manager of Affy Tapple, L.L.C., a Delaware limited liability company, that he/she is authorized to execute the foregoing Grant of Security Interest on behalf of said company and that he/she did so by authority of the Board of Directors (or similar managing body) of said company.

Notary Public


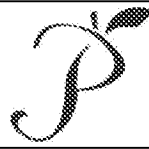


STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 29th day of November, 2017, before me personally came James E. Lynch, who, being by me duly sworn, did state as follows: that he/she is a Senior Vice President of Associated Bank, National Association, a national banking association, that he/she is authorized to execute the foregoing Grant of Security Interest on behalf of said association and that he/she did so by authority of the Board of Directors (or similar managing body) of said association.


Notary Public



SCHEDULE A

Debtor	S/N	R/N	Mark	Next Filing and Deadline Range
Affy Tapple, L.L.C.	87111916	5164834	MRS PRINDABLES GOURMET CARAMEL APPLES	Sections 8 & 15 3/21/2022– 3/21/2023
	87208959	5213349		Sections 8 & 15 5/30/2022 – 5/30/2023
	85051841	3900664		Section 9 1/4/2020–1/4/2021
	85051792	3940208	Mrs. Prindable's	Section 9 4/5/2020–4/5/2021
	85050442	3930779	Mrs. Prindable's Handmade Confections	Section 9 3/15/2020– 3/15/2021
	85043451	3934059	Mrs. Prindable's	Section 9 3/22/2020– 3/22/2021
	85050357	3928144		*Abandoned
	71589881	0540044		Section 9 3/27/2021 (grace period for filing ends 9/27/2021)