

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474802

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:	Manufacturers and Traders Trust Company		
Street Address:	25 S. Charles Street, 18th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	86173441	FIRST SOURCE	
Serial Number:	86173494	FS	
Serial Number:	86173510	FS	
Serial Number:	86369275	SELECT FAVORITES	
Serial Number:	85911315	STOCKING TREATS	
Serial Number:	85882739	NATURE'S FUEL	
Serial Number:	85508371	WYTHE WILL TZETZO	
Serial Number:	85487897	HENRY STREET SWEETS	
Serial Number:	77954664	TOTALLY SOUR	
Serial Number:	77219431	MAYFAIR	
Serial Number:	77219445	MAYFAIR	
Serial Number:	77136288	CANDY CARNIVAL	
Serial Number:	78688903	SPOUT	
Serial Number:	78421285	BASKET STUFFERS	
Serial Number:	78421271	BASKET STUFFERS	
Serial Number:	75901811	ALPINE VALLEY	
Serial Number:	75538966	SPOUT	
Serial Number:	75512236	MAYFAIR	
Serial Number:	75276213	SELECT SWEETS	
TRADEMARK			

OP \$615.00 86173441

Property Type	Number	Word Mark
Serial Number:	75276374	KIDS PLAY
Serial Number:	72251863	CLARK
Serial Number:	72251862	
Serial Number:	72191706	CLARK
Serial Number:	72002950	TEABERRY

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	26133.015002
NAME OF SUBMITTER:	/s/ Mia Ramic
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	05/21/2018

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 Manufacturers and Traders Trust Company ("M&T Bank"), 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 and M&T Bank 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 Wm - G Waters
Name: William G. Waters
Title: Chief Financial Officer

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Collateral Agent**

By: 

Name: Michael Pick


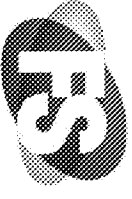
Title: Vice President

SCHEDULE 1

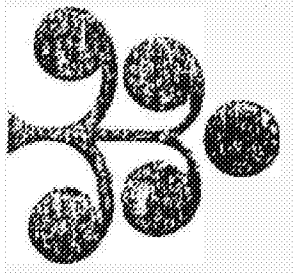
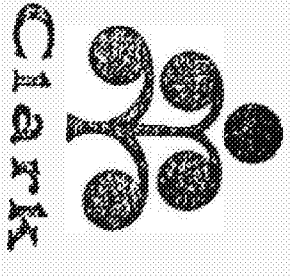
TO

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
 Clark	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) Intent to Use	Owner: First Source, LLC

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.