

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lucks Company, LLC		09/04/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1201325	DEC-ONS	
Registration Number:	4910473	DESIGNER PRINTS	
Registration Number:	1766066	EDIBLE IMAGE	
Registration Number:	4896570	ICING DÉCOR	
Registration Number:	1181367	LUCKS	
Registration Number:	1373240	LUCKS	
Registration Number:	2367103	PRINT-ONS	
Registration Number:	4939493	SHIMMER RIBBONS	
Registration Number:	4804937	SWEET SHAPES	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337285-88		

CH \$240.00 1201325

NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/09/2019
Total Attachments: 6 source=DecoPac - 1L IP Security Agreement (Lucks Color) Executed (002)#page1.tif source=DecoPac - 1L IP Security Agreement (Lucks Color) Executed (002)#page2.tif source=DecoPac - 1L IP Security Agreement (Lucks Color) Executed (002)#page3.tif source=DecoPac - 1L IP Security Agreement (Lucks Color) Executed (002)#page4.tif source=DecoPac - 1L IP Security Agreement (Lucks Color) Executed (002)#page5.tif source=DecoPac - 1L IP Security Agreement (Lucks Color) Executed (002)#page6.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 4, 2019 (this “Agreement”), by The Lucks Company, LLC, a Minnesota limited liability company (the “Grantor”) in favor of Ares Capital Corporation as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among DecoPac Intermediate Holdings II Inc., a Delaware corporation (“Purchaser”), which upon effectiveness of the Merger will be merged with and into DecoPac, Inc., a Minnesota corporation (“DecoPac” and, together with Purchaser, the “Borrower”), DecoPac Intermediate Holdings I Inc., a Delaware corporation, (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Ares Capital Corporation, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 2. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. ***Intercreditor Agreement Controls.*** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 29, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Ares Capital Corporation, as the First Lien Agent, and PennantPark Loan Agency Servicing, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE LUCKS COMPANY, LLC

By: Kathryn Wood
Name: Kathryn Wood
Title: Vice President

{Signature Page to HL IP Security Agreement}

TRADEMARK
REEL: 006767 FRAME: 0046

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
The Lucks Company, LLC	1201325	DEC-ONS
The Lucks Company, LLC	4910473	DESIGNER PRINTS
The Lucks Company, LLC	1766066	EDIBLE IMAGE
The Lucks Company, LLC	4896570	ICING DÉCOR
The Lucks Company, LLC	1181367	LUCKS and Design
The Lucks Company, LLC	1373240	LUCKS and Design
The Lucks Company, LLC	2367103	PRINT-ONS
The Lucks Company, LLC	4,939,493	SHIMMER RIBBONS
The Lucks Company, LLC	4,804,937	SWEET SHAPES

Schedule I

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
The Lucks Company, LLC	2016-0192673	EDIBLE PRINT SUBSTRATES AND METHODS OF MAKING AND USING THE SAME
The Lucks Company, LLC	2018-0132520	LASER CUT EDIBLE DECORATING SHEET AND METHODS OF MANUFACTURE
The Lucks Company, LLC	2018-0228202	EDIBLE PRINT SUBSTRATES AND METHODS OF MAKING AND USING THE SAME

Schedule II

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
The Lucks Company, LLC	VA0000276796	Lucks decorated cookies
The Lucks Company, LLC	VA0000280580	Lucks decorated cookies.
The Lucks Company, LLC	VA0000279607	Lucks decorated cookies.
The Lucks Company, LLC	VA0000277503	Lucks decorated cookies.
The Lucks Company, LLC	VA0000276795	Lucks decorated cookies.
The Lucks Company, LLC	VA0000280581	Lucks decorated cookies.
The Lucks Company, LLC	VA0000276794	Lucks decorated cookies.
The Lucks Company, LLC	VA0000276793	Lucks decorated cookies.
The Lucks Company, LLC	VA0000276658	Lucks decorated cookies.
The Lucks Company, LLC	VA0000280582	Lucks decorated cookies.
The Lucks Company, LLC	VA0000283450	Lucks decorated cookies: taste as good as they look.