

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GG Foods Acquisition Corporation		07/29/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Penfund Partners, Inc., as Collateral Agent
Street Address:	333 Bay Street
Internal Address:	Suite 610
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H2Y2
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86551721	THE WORTHY CRUMB PASTRY CO.
Registration Number:	4305524	COOKIE DIPPERS
Registration Number:	3759419	THE CATERER'S SECRET
Registration Number:	3070243	ONE-BITE
Registration Number:	3248924	ONE BITE BROWNIES
Registration Number:	3161528	TWO-BITE
Registration Number:	3499066	HOMESTYLE
Registration Number:	3150453	ORIGINAL TWO-BITE BROWNIES ORIGINAL
Registration Number:	3246105	ORIGINAL TWO-BITE ORIGINAL
Registration Number:	3200031	GIVE & GO
Registration Number:	3025150	GIVE & GO
Registration Number:	2870801	TWO-BITE
Registration Number:	2870802	TWO-BITE BROWNIES, JUST HONEST TO GOODNE
Registration Number:	2766189	TWO-BITE BROWNIES
Registration Number:	2131791	CINNAMON CRUNCHIES
Registration Number:	3582380	E-Z BUILD
Registration Number:	3791789	KWIK BUILD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3934322	CREATE A TREAT
Serial Number:	86758445	MASON ST. · BAKEHOUSE ·

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128628738
Email: michelle.nowicki@kirkland.com
Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36772-111 MN
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	07/29/2016

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 29, 2016 (this “**Agreement**”), among GG FOODS ACQUISITION CORPORATION, a corporation existing under the laws of the Province of British Columbia (the “**Grantor**”) and PENFUND PARTNERS, INC., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien U.S. Pledge and Security Agreement dated as of July 29, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, GG FOODS INTERMEDIATE HOLDING CORPORATION, a corporation existing under the laws of the Province of British Columbia (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, (b) the Second Lien Non-U.S. Pledge and Security Agreement dated as of July 29, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Non-U.S. Security Agreement**” and, together the “**Security Agreements**”), by and among the Grantor, Holdings, the Subsidiary Parties from time to time party thereto and the Collateral Agent and (c) the Second Lien Credit Agreement dated as of July 29, 2016 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, the Subsidiaries of the Grantor from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States and Canada;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or the Canadian

Intellectual Property Office, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

- (b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or the Director General of the Trademarks Branch, as applicable, record this Second Lien Trademark 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 Trademark 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 4. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

GG FOODS ACQUISITION CORPORATION

By: 
Name: Joel Flatt
Title: President and Chief Executive Officer

{Signature Page - Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 005844 FRAME: 0375

PENFUND PARTNERS, INC.,
as Collateral Agent.


By: 
Name: John Bradlow
Title: Authorized Signatory

[Signature Page – Second Lien Trademark Security Agreement]



TRADEMARK
REEL: 005844 FRAME: 0376

Schedule I

United States Trademarks and Trademark Applications




Country	Trademark	Name of Registered Owner	Application / Registration Number
United States	THE WORTHY CRUMB PASTRY CO. <small>THE WORTHY CRUMB PASTRY CO.</small>	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	App 86551721
United States	COOKIE DIPPERS COOKIE DIPPERS	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	Reg 4305524
United States	THE CATERER'S SECRET <small>THE CATERER'S SECRET</small>	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	Reg 3759419
United States	ONE-BITE ONE-BITE	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	Reg 3070243
United States	ONE BITE BROWNIES <small>ONE BITE BROWNIES</small>	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	Reg 3248924
United States	TWO-BITE two-bite	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	Reg 3161528
United States	HOMESTYLE 	GIVE AND GO PREPARED FOODS CORP. (Canada) [†]	Reg 3499066
United States	ORIGINAL TWO-BITE BROWNIES ORIGINAL	GIVE AND GO PREPARED FOODS	Reg 3150453

Country	Trademark	Name of Registered Owner	Application / Registration Number
		CORP. (Canada) †	
United States	ORIGINAL TWO-BITE ORIGINAL 	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 3246105
United States	GIVE & GO  GIVE & GO	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 3200031
United States	GIVE & GO  GIVE & GO	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 3025150
United States	TWO-BITE	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 2870801
United States	TWO-BITE BROWNIES, JUST HONEST TO GOODNESS, GOODNESS	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 2870802
United States	TWO-BITE BROWNIES	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 2766189
United States	CINNAMON CRUNCHIES	GIVE AND GO PREPARED FOODS CORP. (Canada) †	Reg 2131791

Country	Trademark	Name of Registered Owner	Application / Registration Number
United States	E-Z BUILD	Create a Treat Ltd. †	Reg 3,582,380
United States	KWIK BUILD & Design 	NAFTA Foods & Packaging Inc. †	Reg 3791789
United States	CREATE A TREAT & Design 	Create a Treat Ltd. †	Reg 3934322
United States	MASON ST. · BAKEHOUSE ·	Give and Go Prepared Foods Corp. †	App 86758445

† Each of these entities will be amalgamated into the Grantor as of the date hereof.

Canada Trademarks and Trademark Applications

Country	Trademark	Name of Registered Owner	Application / Registration Number
Canada	PRIME PASTRIES	Give and Go Prepared Foods Corp. †	App 1751491
Canada	PRIME PASTRIES & Design 	GIVE AND GO PREPARED FOODS CORP. †	App 1747817
Canada	MASON ST. BAKEHOUSE & Design 	Give and Go Prepared Foods Corp. †	App 1742272
Canada	THE WORTHY CRUMB PASTRY CO. & DESIGN 	Give and Go Prepared Foods Corp. †	Reg. TMA935138
Canada	THE WORTHY CRUMB PASTRY CO.	Give and Go Prepared Foods Corp. †	Reg. TMA935136
Canada	PRIME PASTRIES	Give and Go Prepared Foods Corp. †	Reg. TMA935936
Canada	MASON ST. BAKEHOUSE	Give and Go Prepared Foods Corp. †	Reg. TMA937788
Canada	2 BITE	Give and Go Prepared Foods Corp. †	Reg TMA851870
Canada	KIMBERLEY'S BAKESHOPPE	Give and Go Prepared Foods Corp. †	Reg TMA851869
Canada	COOKIE DIPPERS	Give and Go Prepared Foods Corp. †	Reg TMA816291
Canada	TWO-BITE	Give and Go Prepared Foods Corp. †	Reg TMA703090
Canada	THE CATERER'S SECRET	Give and Go Prepared Foods Corp. †	Reg TMA723658

Country	Trademark	Name of Registered Owner	Application / Registration Number
Canada	GIVE & GO	Give and Go Prepared Foods Corp. †	Reg TMA672478
Canada	UN DÉLICE TOUT SIMPLE, TOUT SIMPLEMENT	Give and Go Prepared Foods Corp. †	Reg TMA664749
Canada	NATURE-CRISPS	Give and Go Prepared Foods Corp. †	Reg TMA703525
Canada	LOTSA BITES	Give and Go Prepared Foods Corp. †	Reg TMA786775
Canada	TWO-BITE DESIGN <i>two-bite</i>	Give and Go Prepared Foods Corp. †	Reg TMA632440
Canada	HOMESTYLE & DESIGN 	Give and Go Prepared Foods Corp. †	Reg TMA702076
Canada	TWO-BITE BROWNIES & STAMP DESIGN 	Give and Go Prepared Foods Corp. †	Reg TMA632534
Canada	TWO-BITE & STAMP DESIGN 	Give and Go Prepared Foods Corp. †	Reg TMA632533
Canada	ONE BITE BROWNIES	Give and Go Prepared Foods Corp. †	Reg TMA627172
Canada	ONE-BITE	Give and Go Prepared Foods Corp. †	Reg TMA632278
Canada	GIVE & GO AND DESIGN	Give and Go Prepared Foods Corp. †	Reg TMA669926

Country	Trademark	Name of Registered Owner	Application / Registration Number
	 GIVE & GO		
Canada	GIVE & GO AND DESIGN  GIVE & GO	Give and Go Prepared Foods Corp. †	Reg TMA631139
Canada	JUST HONEST TO GOODNESS, GOODNESS	Give and Go Prepared Foods Corp. †	Reg TMA590939
Canada	TWO-BITE BROWNIES	Give and Go Prepared Foods Corp. †	Reg TMA575095
Canada	TWO-BITE	Give and Go Prepared Foods Corp. †	Reg TMA590940
Canada	TWO-BITE BROWNIES, JUST HONEST TO GOODNESS, GOODNESS	Give and Go Prepared Foods Corp. †	Reg TMA587398
Canada	UNCLE DON'S HOME STYLE	Give and Go Prepared Foods Corp. †	Reg TMA524830
Canada	CINNAMON CRUNCHIES	Give and Go Prepared Foods Corp. †	Reg TMA475407
Canada	KWIK Build & Design	NAFTA Foods & Packaging Inc. †	Reg TMA736,336
Canada	E-Z BUILD	Create A Treat, Ltd.	Reg TMA718,317
Canada	CREATE-A-TREAT	Create A Treat, Ltd. †	Reg TMA507,581
Canada	ORBIT COOKIES	NAFTA Foods & Packaging Inc. †	Reg TMA661,090