

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eagle Family Foods Group LLC		08/29/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5116813	ORIGINAL MOVIE THEATER POPCORN	
<b>Registration Number:</b>	3209833	POPCORN, INDIANA	
<b>Registration Number:</b>	3855593	POPCORN, INDIANA	
<b>Registration Number:</b>	4310756	POPCORN, INDIANA FIT	
<b>Registration Number:</b>	3904072	POPCORN, INDIANA	
<b>Registration Number:</b>	5116031	REAL PLACE. REAL FLAVOR.	
<b>Registration Number:</b>	4841799		
<b>Registration Number:</b>	4246131		
<b>Registration Number:</b>	5101803	WE LIVE FOR POPCORN	
<b>Registration Number:</b>	5101809	WELCOME TO POPCORN, INDIANA POPULATION 4	
<b>Registration Number:</b>	5197286	CHICAGO FAIR	
<b>Registration Number:</b>	5197287	CAMEL & CHEESE CHICAGO FAIR POPCORN	
<b>Registration Number:</b>	5206290	CHICAGO FAIR	
<b>Registration Number:</b>	4419983	WARM YOUR CORN	
<b>Registration Number:</b>	4373794	FIT POPCORN	
<b>Registration Number:</b>	3981867	REACH FOR THE RED	
<b>Registration Number:</b>	3971846	CHIPINS	
<b>Registration Number:</b>	3971830	CHIPINS	
<b>Registration Number:</b>	3979189	MUNCH BETTER	
<b>TRADEMARK</b>			

CH \$565.00 5116813

Property Type	Number	Word Mark
Registration Number:	5207084	ORIGINAL MOVIE THEATER POPCORN CRISPY CR
Registration Number:	3309223	POPSTERS
Registration Number:	3259218	DRIZZLECORN

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 2129693000

**Email:** ypan@proskauer.com

**Correspondent Name:** William Majeski

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	11668-186
<b>NAME OF SUBMITTER:</b>	William Majeski
<b>SIGNATURE:</b>	/William Majeski/
<b>DATE SIGNED:</b>	08/30/2017

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2017, is made by Eagle Family Foods Group LLC (the “**Grantor**”) in favor of Ares Capital Corporation (“**Ares Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2015 (as amended by the First Amendment to Credit Agreement, dated as of August 4, 2016, the Second Amendment to Credit Agreement, dated as of August 22, 2016, the Third Amendment to Credit Agreement, dated as of the date hereof, and as may be further amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Ares Capital, as Revolver Agent for itself and the Revolving Lenders, a Lender, L/C Issuer and as Administrative Agent to the Lenders and L/C Issuers (each as defined in the Credit Agreement referred to below) and Ally Bank, as Syndication Agent and a Lender, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby confirms that, pursuant to the Guaranty and Security Agreement, it pledged to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative 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 Trademarks of such Grantor, including the Trademarks set forth on Schedule I hereto (the “Trademark Collateral”); provided, however, notwithstanding the foregoing, no Lien or security interest was or is granted on any Excluded Assets.

Section 3. Guaranty and Security Agreement. This Trademark Security Agreement is intended to confirm the security interest granted to the Administrative Agent pursuant to the

Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest 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.

Section 4.      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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

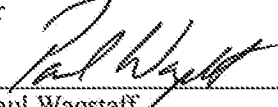
Section 5.      Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EAGLE FAMILY FOOD GROUPS LLC,  
as Grantor

By:   
Name: Paul Wagstaff  
Title: Chief Executive Officer and President

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

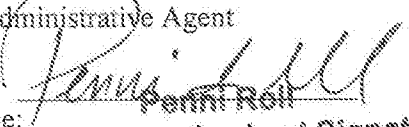
Very truly yours,

EAGLE FAMILY FOODS GROUP LLC,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


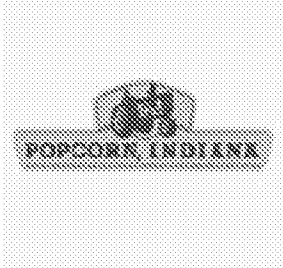

ACCEPTED AND AGREED  
as of the date first above written:


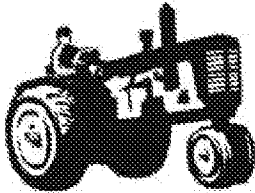



ARES CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Penni Roth  
Title: Authorized Signatory



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date
ORIGINAL MOVIE THEATER POPCORN	5,116,813	1/10/2017
POPCORN, INDIANA  	3,209,833	2/13/2007
POPCORN, INDIANA  	3,855,593	10/5/2010
POPCORN, INDIANA FIT  	4,310,756	3/26/2013
POPCORN, INDIANA	3,904,072	1/11/2011
REAL PLACE. REAL FLAVOR.	5,116,031	1/3/2017

	4,841,799	10/27/2015
	4,246,131	11/20/2012
WE LIVE FOR POPCORN	5,101,803	12/13/2016
<p>WELCOME TO POPCORN, INDIANA POPULATION 42</p> 	5,101,809	12/13/2016
<p>CHICAGO FAIR</p> 	5,197,286	5/2/2017
<p>CARAMEL &amp; CHEESE CHICAGO FAIR POPCORN</p> 	5,197,287	5/2/2017
CHICAGO FAIR	5,206,290	5/16/2017



Warm Your Corn	4419983	10/15/2013
FIT Popcorn	4373794	7/23/2013
Reach for the Red	3981867	6/21/2011
CHIPINS 	3971846	5/31/2011
CHIPINS	3971830	5/31/2011
Munch Better	3979189	6/14/2011
ORIGINAL MOVIE THEATER POPCORN CRISPY CRUNCH REAL BUTTER 	5,207,084	3/7/2017
POPSTERS	3309223	10/9/2007
Drizzlecorn	3259218	5/8/2017

2. TRADEMARK APPLICATIONS

None.