

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTHESIDE FOOD SOLUTIONS, LLC		05/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1650937	CBC CONSOLIDATED BISCUIT COMPANY	
Registration Number:	2955799	FIRESIDE BAKING COMPANY	
Registration Number:	2972792	FIRESIDE BAKING COMPANY	
Registration Number:	2656418	FIRESIDE BAKING COMPANY	
Registration Number:	4461118	FIRESIDE BAKING COMPANY	
Registration Number:	2127929	FIRESIDE	
Registration Number:	2121047	GURLEY'S GOLDEN RECIPE	
Registration Number:	2192106	GURLEY'S GOLDEN RECIPE	
Registration Number:	2800150	MAURICE LENELL	
Registration Number:	2802145	MAURICE LENELL	
Registration Number:	4439455	MAURICE LENELL QUALITY COOKIES SINCE 193	
Registration Number:	3567161	ROYAL CREST	
Registration Number:	3567160	R ROYAL CREST	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$340.00 1650937

Correspondent Name: MELONY SOT
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F176974 Hearthside TM

NAME OF SUBMITTER: Jonathan Larson

SIGNATURE: /Jonathan Larson/

DATE SIGNED: 05/31/2018

Total Attachments: 6

source=NY-#32055856-v1-EXECUTED_Trademark_Security_Agreement_(Hearthside_Food)#page4.tif

source=NY-#32055856-v1-EXECUTED_Trademark_Security_Agreement_(Hearthside_Food)#page5.tif

source=NY-#32055856-v1-EXECUTED_Trademark_Security_Agreement_(Hearthside_Food)#page6.tif

source=NY-#32055856-v1-EXECUTED_Trademark_Security_Agreement_(Hearthside_Food)#page7.tif

source=NY-#32055856-v1-EXECUTED_Trademark_Security_Agreement_(Hearthside_Food)#page8.tif

source=NY-#32055856-v1-EXECUTED_Trademark_Security_Agreement_(Hearthside_Food)#page9.tif

Execution Version

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 23, 2018, is made by and among HEARTHSIDE FOOD SOLUTIONS, LLC, a Delaware limited liability company (“**Hearthside Food Solutions, LLC**” or the “**Grantor**”), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of May 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interests hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

HEARTHSIDE FOOD SOLUTIONS, LLC

By: _____

Name: Alfred Jasser

Title: Senior Vice President and
Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006339 FRAME: 0924

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent

By:

Name:

Title:

Robert EHUDIN
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 006339 FRAME: 0925

SCHEDULE A

UNITED STATES TRADEMARKS:

Grantor	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Hearthside Food Solutions, LLC	CBC CONSOLIDATED BISCUIT COMPANY & Design	United States	74075795	02-July-1990	1650937 Cancelled	16-July-1991
Hearthside Food Solutions, LLC	FIRESIDE BAKING COMPANY & Design	United States	78975790	03-Sep-2002	2955799	24-May-2005
Hearthside Food Solutions, LLC	FIRESIDE BAKING COMPANY & Design	United States	78160170	03-Sep-2002	2972792	19-Jul-2005
Hearthside Food Solutions, LLC	FIRESIDE BAKING COMPANY & Design	United States	76364919	29-Jan-2002	2656418	03-Dec-2002
Hearthside Food Solutions, LLC		United States	85778462	13-Nov-12	4461118	7-Jan-14
Hearthside Food Solutions, LLC	FIRESIDE	United States	74446865	14-Oct-93	2127929	13-Jan-98
Hearthside Food Solutions, LLC	GURLEY'S GOLDEN RECIPE	United States	75124757	24-June-1996	2121047	16-Dec-1997
Hearthside Food Solutions, LLC	GURLEY'S GOLDEN RECIPE (UPDATED)	United States	75318730	02-July-1997	2192106	29-Sept-1998
Hearthside Food Solutions, LLC	MAURICE LENELL & Design	United States	76492602	25-Feb-2003	2800150	30-Dec-2003
Hearthside Food Solutions, LLC	MAURICE LENELL	United States	76492288	25-Feb-2003	2802145	06-Jan-2004
Hearthside Food Solutions, LLC		United States	85893093	2-Apr-13	4439455	26-Nov-13

Grantor	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Hearthside Food Solutions, LLC	ROYAL CREST (UPDATED) & Design	United States	77498240	13-June-2008	3567161	27-Jan-2009
Hearthside Food Solutions, LLC	ROYAL CREST & Design	United States	77498199	13-June-2008	3567160	27-Jan-2009