

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORNFIELDS, LLC		06/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4555087	CORNFIELDS	
Registration Number:	4309431	G.H. CRETORS	
Registration Number:	4321570	HI I'M SKINNY	
Registration Number:	4467165	HI I'M SKINNY MINIS	
Registration Number:	4770298	HI I'M SKINNY QUINOA STICKS	
Registration Number:	4375099	HI I'M SKINNY STICKS	
Registration Number:	0911254	SKINNY	
Registration Number:	4019199	SKINNY	
Registration Number:	3820740	SKINNY STICKS	
Registration Number:	4622110	YUM, YUM, HAVE SOME!	
Registration Number:	5349664	JUST THE CARAMEL	
Registration Number:	5134847	THE MIX	
Registration Number:	5110929	TWIGGY POP	
Serial Number:	87691574	CHEESE LOVERS MIX	
Serial Number:	87428214	OBSESSIVELY DELICIOUS	
Serial Number:	87428244	JUST THE CHEESE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 3105572193

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: 3105572900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.148
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	06/14/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2018, is made by Cornfields, LLC (the “**Grantor**”) in favor of MidCap Financial Trust (“**MidCap**”), a Delaware statutory trust, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the Issuing Banks (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 14, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”), among Eagle Family Foods Group LLC, a Delaware limited liability company, the Lenders and Issuing Banks from time to time party thereto, and the Agent, the Lenders and the Issuing Banks 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 Guarantee and Collateral Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Guarantee and Collateral Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guarantee and Collateral 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 Issuing Banks and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective Extensions of Credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral 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 Obligations of the Grantor, hereby confirms that, pursuant to the Guarantee and Collateral Agreement, it pledged to the Agent for the benefit of the Secured Parties, and granted to the 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. Guarantee and Collateral Agreement. This Trademark Security Agreement is intended to confirm the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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.

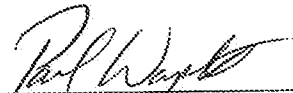
Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[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,

CORNFIELDS, LLC,
as Grantor

By: 
Name: Paul Wagstaff
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006352 FRAME: 0599

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006352 FRAME: 0600

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date
CORNFIELDS CORNFIELDS	4555087	6/24/2014
G.H. CRETORS G.H. CRETORS	4309431	3/26/2013
HI I'M SKINNY HI I'M SKINNY	4321570	4/16/2013
HI I'M SKINNY MINIS HI I'M SKINNY MINIS	4467165	1/14/2014
HI I'M SKINNY QUINOA STICKS HI I'M SKINNY QUINOA STICKS	4770298	7/7/2015

HI I'M SKINNY STICKS HI I'M SKINNY STICKS	4375099	7/30/2013
SKINNY	0911254	4/13/1971
SKINNY SKINNY	4019199	8/30/2011
SKINNY STICKS SKINNY STICKS	3820740	7/20/2010
YUM, YUM, HAVE SOME! YUM, YUM, HAVE SOME!	4622110	10/14/2014
JUST THE CARAMEL JUST THE CARAMEL	5349664	12/5/2017
THE MIX THE MIX	5134847	1/31/2017

TWIGGY POP		
TWIGGY POP	5110929	12/27/2016

2. TRADEMARK APPLICATIONS

Trademark Applications	App. No.	App. Date
CHEESE LOVERS MIX CHEESE LOVERS MIX	87691574	11/20/2017
OBSESSIVELY DELICIOUS OBSESSIVELY DELICIOUS	87428214	4/27/2017
JUST THE CHEESE JUST THE CHEESE	87428244	4/27/2017