

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EAGLE FAMILY FOODS GROUP 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: 37

Property Type	Number	Word Mark
Registration Number:	5116813	ORIGINAL MOVIE THEATER POPCORN
Registration Number:	3209833	POPCORN, INDIANA
Registration Number:	3855593	POPCORN, INDIANA
Registration Number:	4310756	POPCORN, INDIANA FIT
Registration Number:	3904072	POPCORN, INDIANA
Registration Number:	5116031	REAL PLACE. REAL FLAVOR.
Registration Number:	4841799	
Registration Number:	4246131	
Registration Number:	5101803	WE LIVE FOR POPCORN
Registration Number:	5101809	WELCOME TO POPCORN, INDIANA POPULATION 4
Registration Number:	5197286	CHICAGO FAIR
Registration Number:	5197287	CARAMEL & CHEESE CHICAGO FAIR POPCORN
Registration Number:	5206290	CHICAGO FAIR
Registration Number:	4419983	WARM YOUR CORN
Registration Number:	4373794	FIT POPCORN
Registration Number:	5207084	ORIGINAL MOVIE THEATER POPCORN CRISPY CR
Registration Number:	3259218	DRIZZLECORN
Registration Number:	5478652	PET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE
Registration Number:	2617186	EAGLE BRAND
Registration Number:	2425181	MAKE MAGIC IN MINUTES
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.
Registration Number:	1386912	DAIRY SWEET
Registration Number:	1250578	SUNSHINE
Registration Number:	1148083	MAGNOLIA BRAND
Registration Number:	1140479	SUNSHINE
Registration Number:	1150549	SUNSHINE
Registration Number:	0962190	MILNOT
Registration Number:	0728611	PET
Registration Number:	0682615	MILNOT
Registration Number:	0137954	
Registration Number:	0128932	MAGNOLIA
Registration Number:	0088285	PET
Serial Number:	87641363	EAGLE FOODS
Serial Number:	87641377	EAGLE FOODS
Serial Number:	87330106	EAGLE FOODS
Serial Number:	87317915	EAGLE FOODS

CORRESPONDENCE DATA

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
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/14/2018

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2018, is made by Eagle Family Foods Group 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 the Grantor, 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.

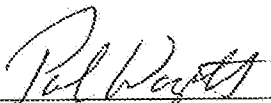
Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES 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,

EAGLE FAMILY FOODS GROUP LLC,
as Grantor

By: 

Name: Paul Wagstaff

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006352 FRAME: 0804

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



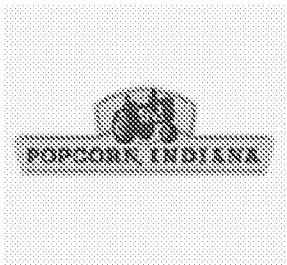
By: 
Name: Maurice Amsellem
Title: Authorized Signatory



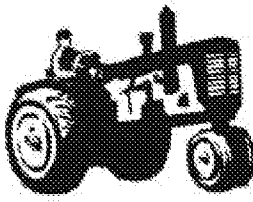
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TRADEMARK
REEL: 006352 FRAME: 0805


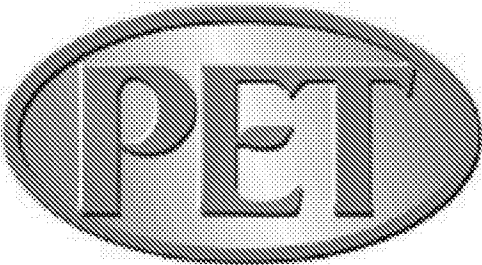
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



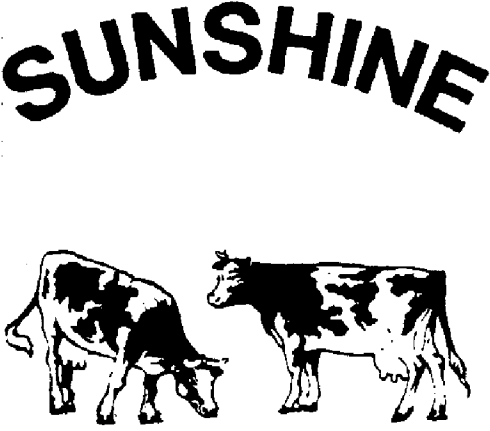
1. REGISTERED TRADEMARKS




Trademark	Reg. No.	Reg. Date
<p style="text-align: center;">ORIGINAL MOVIE THEATER POPCORN</p> 	5,116,813	1/10/2017
<p style="text-align: center;">POPCORN, INDIANA</p> 	3,209,833	2/13/2007
<p style="text-align: center;">POPCORN, INDIANA</p> 	3,855,593	10/5/2010
<p style="text-align: center;">POPCORN, INDIANA FIT</p>	4,310,756	3/26/2013


Trademark	Reg. No.	Reg. Date
		
POPCORN, INDIANA	3,904,072	1/11/2011
<p data-bbox="386 667 748 695">REAL PLACE. REAL FLAVOR.</p> <p data-bbox="329 800 805 827">REAL PLACE. REAL FLAVOR.</p>	5,116,031	1/3/2017
	4,841,799	10/27/2015
	4,246,131	11/20/2012
<p data-bbox="418 1524 716 1551">WE LIVE FOR POPCORN</p> <p data-bbox="329 1656 805 1684">WE LIVE FOR POPCORN</p>	5,101,803	12/13/2016
WELCOME TO POPCORN, INDIANA POPULATION 42	5,101,809	12/13/2016

Trademark	Reg. No.	Reg. Date
		
<p>CHICAGO FAIR</p> 	5,197,286	5/2/2017
<p>CARAMEL & CHEESE CHICAGO FAIR POPCORN</p> 	5,197,287	5/2/2017
<p>CHICAGO FAIR</p> <p>CHICAGO FAIR</p>	5,206,290	5/16/2017
<p>Warm Your Corn</p>	4,419,983	10/15/2013
<p>FIT Popcorn</p>	4,373,794	7/23/2013
<p>ORIGINAL MOVIE THEATER POPCORN CRISPY CRUNCH REAL BUTTER</p>	5,207,084	5/23/2017

Trademark	Reg. No.	Reg. Date
		
<p data-bbox="472 583 659 611">DRIZZLECORN</p> 	<p data-bbox="971 583 1081 611">3,259,218</p>	<p data-bbox="1222 583 1317 611">7/3/2007</p>
<p data-bbox="540 993 591 1020">PET</p> 	<p data-bbox="971 993 1081 1020">5,478,652</p>	<p data-bbox="1214 993 1325 1020">5/29/2018</p>
<p data-bbox="367 1346 764 1373">THE DAIRY GOODNESS PEOPLE</p>	<p data-bbox="971 1346 1081 1373">2,810,540</p>	<p data-bbox="1222 1346 1317 1373">2/3/2004</p>
<p data-bbox="472 1409 659 1436">EAGLE BRAND</p>	<p data-bbox="971 1409 1081 1436">2,617,186</p>	<p data-bbox="1214 1409 1325 1436">9/10/2002</p>
<p data-bbox="399 1472 732 1499">MAKE MAGIC IN MINUTES</p>	<p data-bbox="971 1472 1081 1499">2,425,181</p>	<p data-bbox="1214 1472 1325 1499">1/30/2001</p>
<p data-bbox="386 1535 745 1562">EAGLE FAMILY FOODS, INC.</p>	<p data-bbox="971 1535 1081 1562">2,356,145</p>	<p data-bbox="1222 1535 1317 1562">6/6/2000</p>

Trademark	Reg. No.	Reg. Date
		
DAIRY SWEET	1,386,912	3/18/1986
SUNSHINE	1,250,578	9/6/1983
MAGNOLIA BRAND 	1,148,083	3/3/1981
SUNSHINE	1,140,479	10/14/1980
SUNSHINE 	1,150,549	4/7/1981

Trademark	Reg. No.	Reg. Date
<p data-bbox="516 342 618 369">MILNOT</p> 	<p data-bbox="979 342 1076 369">0962190</p>	<p data-bbox="1214 342 1328 369">6/26/1973</p>
<p data-bbox="540 777 594 804">PET</p>	<p data-bbox="979 777 1076 804">0728611</p>	<p data-bbox="1214 777 1328 804">3/13/1962</p>
<p data-bbox="516 840 618 867">MILNOT</p>	<p data-bbox="979 840 1076 867">0682615</p>	<p data-bbox="1214 840 1328 867">7/28/1959</p>
	<p data-bbox="979 903 1076 930">0137954</p>	<p data-bbox="1214 903 1328 930">12/14/1920</p>
<p data-bbox="492 1169 643 1197">MAGNOLIA</p> 	<p data-bbox="979 1169 1076 1197">0128932</p>	<p data-bbox="1214 1169 1328 1197">1/20/1920</p>
<p data-bbox="540 1596 594 1623">PET</p>	<p data-bbox="979 1596 1076 1623">0088285</p>	<p data-bbox="1214 1596 1328 1623">9/10/1912</p>

Trademark	Reg. No.	Reg. Date
		

2. TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date
<p data-bbox="472 821 659 846">EAGLE FOODS</p> 	87,641,363	10/11/2017
<p data-bbox="472 1104 659 1129">EAGLE FOODS</p> 	87,641,377	10/11/2017
<p data-bbox="472 1314 659 1339">EAGLE FOODS</p> 	87,330,106	2/9/2017
<p data-bbox="472 1524 659 1549">EAGLE FOODS</p> 	87,317,915	1/30/2017