

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Van's International Foods		07/30/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1464779	BELGIAN CHEF	
Registration Number:	2486992	VAN'S	
Registration Number:	3782192	VAN'S	
Registration Number:	5430054	VAN'S	
Registration Number:	5471288	VAN'S	
Registration Number:	4333566	BELGIAN CHEF	
Registration Number:	4984834	BLISSFULLY BERRY	
Registration Number:	4393923	CINNAMON HEAVEN	
Registration Number:	4984835	COCOA SENSATION	
Registration Number:	4401640	LOTS OF EVERYTHING!	
Registration Number:	4549005	LOVE YOUR HEART	
Registration Number:	4619942	NACHO, NACHO, MAN!	
Registration Number:	4133095	POWER GRAINS	
Registration Number:	4523233	THE PERFECT 10	
Registration Number:	4165009	VAN'S NATURAL FOODS	
Registration Number:	4511650	VAN'S NATURAL FOODS	
Registration Number:	4064070	VAN'S NATURAL FOODS	
Registration Number:	4511661	VAN'S NATURAL FOODS	
Registration Number:	5012372	VAN'S SIMPLY DELICIOUS	

OP \$490.00 1464779

CORRESPONDENCE DATA**Fax Number:** 2138918763*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.***Email:** rhonda.deleon@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 355 South Grand Avenue**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560**ATTORNEY DOCKET NUMBER:** 057121-0301**NAME OF SUBMITTER:** Rhonda DeLeon**SIGNATURE:** /Rhonda DeLeon/**DATE SIGNED:** 07/30/2018**Total Attachments: 7**

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2018, is made by Van's International Foods, a California corporation ("Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of July 30, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, "Credit Agreement"), by and among KSLB Holdings, LLC, a Delaware limited liability company (the "Borrower"), KSLB Intermediate, LLC, a Delaware limited liability company ("Holdings"), the other Persons party thereto that are designated as a Credit Party, Antares, as Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender"), and the Lenders from time to time party thereto, 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, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of July 30, 2018, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise 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, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and 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, Grantor hereby agrees with Agent for the benefit of the Secured Parties 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. 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, hereby grants to 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 following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This First Lien 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 First Lien Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this First Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

VAN'S INTERNATIONAL FOODS,
as Grantor

By: 
Name: Jeffrey Gronbeck
Title: Chief Financial Officer, Treasurer and
Secretary

[Signature Page to Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006394 FRAME: 0501

ACCEPTED AND AGREED
as of the date first above written:


ANTARES CAPITAL LP, as Agent


By: Vince Di Grande


Name: Vince Di Grande

Title: Duly Authorized Signatory

Schedule 1

Trademark	Status	Registration No. / Serial No.	Reg. Date / File Date	Owner
BELGIAN CHEF <i>Belgian Chef</i>	Registered	1464779	11/10/1987	Van's International Foods
VAN'S	Registered	2486992	9/11/2001	Van's International Foods
VAN'S DESIGN 	Registered	3782192	4/27/2010	Van's International Foods
VAN'S DESIGN van's	Registered	5430054	3/20/18	Van's International Foods
VAN'S DESIGN van's	Registered	5471288	5/15/18	Van's International Foods
BELGIAN CHEF	Registered	4333566	5/14/2013	Van's International Foods
BLISSFULLY BERRY	Registered	4984834	6/21/2016	Van's International Foods
CINNAMON HEAVEN	Registered	4393923	8/27/2013	Van's International Foods

Trademark	Status	Registration No. / Serial No.	Reg. Date / File Date	Owner
COCOA SENSATION	Registered	4984835	6/21/2016	Van's International Foods
LOTS OF EVERYTHING!	Registered	4401640	9/10/2013	Van's International Foods
LOVE YOUR HEART	Registered	4549005	6/10/2014	Van's International Foods
NACHO, NACHO, MAN!	Registered	4619942	10/14/2014	Van's International Foods
POWER GRAINS	Registered	4133095	4/24/2012	Van's International Foods
THE PERFECT 10	Registered	4523233	4/29/2014	Van's International Foods
VAN'S NATURAL FOODS	Registered	4165009	6/26/2012	Van's International Foods
VAN'S NATURAL FOODS	Registered	4511650	4/8/2014	Van's International Foods
VAN'S NATURAL FOODS & DESIGN 	Intent to Abandon	4064070	11/29/2011	Van's International Foods

Trademark	Status	Registration No. / Serial No.	Reg. Date / File Date	Owner
VAN'S NATURAL FOODS & DESIGN 	Intent to Abandon	4511661	4/8/2014	Van's International Foods
VAN'S SIMPLY DELICIOUS	Registered	5012372	8/2/2016	Van's International Foods