

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSLB Holdings, LLC		07/30/2018	Limited Liability Company: DELAWARE
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: 23			
Property Type	Number	Word Mark	
Registration Number:	4636627	APPLE ORCHARD	
Registration Number:	4558833	BISTRO COLLECTION	
Registration Number:	0792636	CHEF PIERRE	
Registration Number:	1117391	CHEFPIERRE	
Registration Number:	3455218	CHOCOLATE PEANUT BUTTER SHUDDER	
Registration Number:	1117812	HI-PIE	
Registration Number:	3319352	LEMON LOVER'S BAR	
Registration Number:	4577037	LUXE LAYERS	
Registration Number:	3473655	PEANUT BUTTER THUNDER	
Registration Number:	3631900	RESTAURANT RESERVE	
Registration Number:	2955596	SEVEN LAYERS OF HEAVEN	
Registration Number:	3790606	SIMPLE SINGLES	
Registration Number:	3576718	SIMPLE SWEETS	
Registration Number:	2730559	WHERE PIE COMES FROM	
Registration Number:	2788808	NOBODY DOESN'T LIKE SARA LEE	
Registration Number:	1885156	NOBODY DOESN'T LIKE SARA LEE	
Registration Number:	1026301	SARA LEE	
Registration Number:	0905216	SARA LEE	
Registration Number:	4700797	SARA LEE BITES	
TRADEMARK			

OP \$590.00 4636627

Property Type	Number	Word Mark
Registration Number:	3894229	SIMPLE MEAL SOLUTIONS
Registration Number:	3620969	WHOLESOME INDULGENCE
Registration Number:	3621032	WHOLESOME INDULGENCE
Registration Number:	0623191	SARA LEE

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 KSLB Holdings, LLC, a Delaware limited liability company (“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).

W I T N E S S E T H:

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 is party to the 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”), 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,

KSLB HOLDINGS, LLC,
as Grantor

By: 

Name: Jeffrey Gronbeck

Title: Chief Financial Officer

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

TRADEMARK
REEL: 006394 FRAME: 0739

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

(a) Owned

Trademark	Status	Registration No. / Serial No.	Reg. Date / File Date	Owner
APPLE ORCHARD	Registered	4,636,627	11/11/2014	KSLB Holdings, LLC
BISTRO COLLECTION	Registered	4,558,833	7/1/2014	KSLB Holdings, LLC
CHEF PIERRE	Registered	792,636	7/13/1965	KSLB Holdings, LLC
CHEFPIERRE & DESIGN ChefPierre	Registered	1,117,391	5/1/1979	KSLB Holdings, LLC
CHOCOLATE PEANUT BUTTER SHUDDER	Registered	3,455,218	6/24/2008	KSLB Holdings, LLC
HI-PIE	Registered	1,117,812	5/8/1979	KSLB Holdings, LLC
LEMON LOVER'S BAR	Registered	3,319,352	10/23/2007	KSLB Holdings, LLC
LUXE LAYERS	Registered	4,577,037	7/29/2014	KSLB Holdings, LLC
PEANUT BUTTER THUNDER	Registered	3,473,655	7/22/2008	KSLB Holdings, LLC

Trademark	Status	Registration No. / Serial No.	Registration No.	Reg. Date / File Date	Owner
RESTAURANT RESERVE	Registered	3,631,900		6/2/2009	KSLB Holdings, LLC
SEVEN LAYERS OF HEAVEN	Registered	2,955,596		5/24/2005	KSLB Holdings, LLC
SIMPLE SINGLES	Registered	3,790,606		5/18/2010	KSLB Holdings, LLC
SIMPLE SWEETS	Registered	3,576,718		2/17/2009	KSLB Holdings, LLC
WHERE PIE COMES FROM	Registered	2,730,559		6/24/2003	KSLB Holdings, LLC

(b) Licensed

Trademark	Status	Registration No. / Serial No.	Reg. Date / File Date	Licensed Class	Owner	Licensee
NOBODY DOESN'T LIKE SARA LEE	Registered	2,788,808	12/2/2003	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
NOBODY DOESN'T LIKE SARA LEE	Registered	1,885,156	3/21/1995	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
SARA LEE	Registered	1,026,301	12/2/1975	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC

Trademark	Status	Registration No. / Serial No.	Reg. Date / File Date	Licensed Class	Owner	Licensee
SARA LEE <i>SaraLee</i>	Registered	905,216	12/29/1970	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
SARA LEE BITES	Registered	4,700,797	3/10/2015	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
SIMPLE MEAL SOLUTIONS	Registered	3,894,229	12/21/2010	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
WHOLESOME INDULGENCE	Registered	3,620,969	5/12/2009	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
WHOLESOME INDULGENCE	Registered	3,621,032	5/12/2009	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC
SARA LEE <i>SaraLee</i>	Registered	623,191	3/13/1956	Class 30	Sara Lee TM Holdings, LLC	KSLB Holdings, LLC