

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The New French Bakery, Inc.		08/09/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3756017	NEW FRENCH BAKERY EST. 1995	
Registration Number:	5240776	NEW FRENCH BAKERY EST. 1995	
Registration Number:	5520331	NEW FRENCH BAKERY EST. 1995	
Registration Number:	5520311	NEW FRENCH BAKERY EST. 1995 TAKE & BAKE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0314		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	08/09/2018		
Total Attachments: 8			

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 9, 2018 (this “Agreement”), among each of the Grantors listed on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”) and Antares Capital LP, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Ultimate Baked Goods Intermediate LLC, a Delaware limited liability company (“Holdings”), Ultimate Baked Goods Midco LLC, a Delaware limited liability company (the “Borrower”), Antares Capital LP, as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the First Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors, at the request of Grantors and at the Grantors’ sole cost and expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Miscellaneous. The terms and provisions of Sections 5.02 (Waivers; Amendments), 5.05 (Survival of Agreement), 5.07 (Severability), 5.09 (Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent), 5.10 (WAIVER OF JURY TRIAL), and 5.11 (Headings) of the Collateral Agreement are hereby incorporated herein by reference and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHOICE FOODS, LLC
MINNESOTA BEST MAID COOKIE CO., INC.
SOUTH COAST BAKING, LLC
THE NEW FRENCH BAKERY, INC.,
each as a Grantor

By: _____

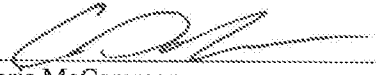
Name: Chris McCammon

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
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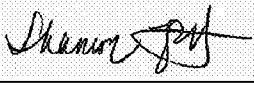
RISE BAKING SWEET GOODS, INC.

By: 
Name: Chris McCammon
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]


TRADEMARK
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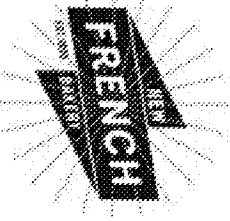
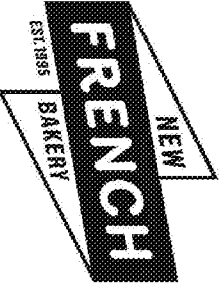
ANTARES CAPITAL LP, as Administrative
Agent

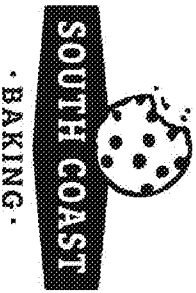
By: 
Name: Shannon Fritz
Title: Duly Authorized Signatory

Schedule I to the
First Lien Trademark Security Agreement

TRADEMARK COLLATERAL

Mark With Image	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
ANGELA MARIÉ'S	Choice Foods, LLC	78/916,032	06/23/2006	3,500,252	09/09/2008	Registered Renewal due: September 9, 2018
BEST MAID COOKIE COMPANY	Minnesota Best Maid Cookie Company, Inc.	78/581,841	03/07/2005	3,065,802	03/07/2006	Registered Renewal due: March 7, 2026
BEST MAID COOKIE COMPANY EST. 1934	Minnesota Best Maid Cookie Company, Inc.	87/237,883	11/15/2016	5,444,255	04/10/2018	Registered Affidavit of Use due: April 10/2024
BEST MAID EST. 1934 COOKIE COMPANY & Design	Minnesota Best Maid Cookie Company, Inc.	87/248,134	11/25/2016	5,444,277	04/10/2018	Registered Affidavit of Use due: 04/10/2024
						
COOKIES HERE, COOKIES THERE, COOKIE LOVERS EVERYWHERE!	Minnesota Best Maid Cookie Company, Inc.	75/425,962	01/29/1998	2,313,019	02/01/2000	Registered Renewal due: February 1, 2020
FAST PAN	South Coast Baking, LLC	87/080,105	06/22/2016	5,365,795	12/26/2017	Registered Affidavit of Use: December 26, 2023
GOOD, BETTER, BEST MAID	Minnesota Best Maid Cookie Company, Inc.	78/582,648	03/08/2005	3,063,392	02/28/2006	Registered Renewal due: February 28, 2026

Mark With Image	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
INNOVATION YOU CAN TASTE	Rise Baking Sweet Goods, Inc.	87/248,131	11/25/2016	5,318,606	10/24/2017	Registered Affidavit of Use due: October 24, 2023
MARSHMALLOW MUNCHIE	Choice Foods, LLC	85/134,032	09/20/2010	4,086,198	01/17/2012	Registered Renewal due: January 18, 2022
NEW FRENCH BAKERY EST. 1995	The New French Bakery, Inc.	77/694,426	03/19/2009	3,756,017	03/02/2010	Registered Renewal due: March 2, 2020
	The New French Bakery, Inc.	87/248,140	11/25/2016	5,240,776	07/11/2017	Registered Affidavit of Use Due: July 11, 2023
NEW FRENCH BAKERY EST. 1995 and Design	The New French Bakery, Inc.	87/248,137	11/25/2016	5,520,331	07/17/2018	Registered Affidavit of Use due: 07/17/2024
						

Mark With Image	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
NEW FRENCH BAKERY TAKE & BAKE	The New French Bakery, Inc.	87/237,872	11/15/2016	5,520,311	07/17/2018	Registered Affidavit of Use due: 07/17/2024
RICH & SINFUL	Minnesota Best Maid Cookie Company, Inc.	75/416,421	01/12/1998	2,271,682	08/24/1999	Registered Next renewal due: August 24, 2019
SOUTH COAST BAKING	South Coast Baking, LLC	87/248,124	11/25/2016	5,240,775	07/11/2017	Registered Affidavit of Use Due: July 22, 2023
SOUTH COAST BAKING & Design	South Coast Baking, LLC	87/248,126	11/25/2016	5,392,740	01/30/2018	Registered Affidavit of Use Due: January 30, 2024
						
THE BEST SOFT AND CHEWY COOKIES IN THE COUNTRY	Minnesota Best Maid Cookie Company, Inc.	75/425,961	01/29/1998	2,246,834	05/18/1999	Registered Supplemental Register Renewal due: May 18, 2019