

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE PERFECT BITE, LLC		07/27/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BYLINE BANK		
Street Address:	180 N. LASALLE STREET, SUITE 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4894576	STEAM PERFECT	
Registration Number:	4662707	THE PERFECT BITE CO.	
Registration Number:	5377688	PASTRY KISS	
Registration Number:	5377687	PASTRY KISSES	
Registration Number:	4122402	RECIPEBOXFOODS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert Horwath		
Address Line 1:	190 S. LaSalle St., Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00026		
NAME OF SUBMITTER:	Robert Horwath		
SIGNATURE:	/s/Robert Horwath		
DATE SIGNED:	08/17/2018		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of July 27, 2018, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “**Agent**”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, THE PERFECT BITE, LLC, a California limited liability company (“**Borrower**”) **NWC FROZEN FOODS INTERMEDIATE HOLDCO, LLC**, a Delaware limited liability company (“**Parent**”), the other guarantors party thereto, the financial institutions party thereto as lenders (the “**Lenders**”), and Agent are parties to a certain Revolving Credit and Term Loan Agreement of even date herewith (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), which provides for Lenders to make certain revolving loans and a term loan to, and for the benefit of, Borrower.

WHEREAS, the Borrowers and Parent are party to a Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

THE PERFECT BITE, LLC,
a California limited liability company, as Grantor

By: _____



Name: John Valentine

Title: Chief Financial Officer

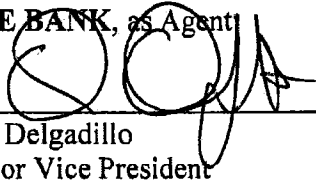
*Intending and confirming by its above signature to
join this agreement as "Grantor" immediately upon
the consummation of the Acquisition*

Accepted:

BYLINE BANK, as Agent

By: _____

Dan Delgadillo
Senior Vice President

A handwritten signature in black ink, appearing to read 'DD', is written over a horizontal line. The signature is stylized and somewhat cursive.

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006417 FRAME: 0909**

EXHIBIT A

Mark	Serial No.	Serial Filed Date	Registration No.	Registered Date
STEAM PERFECT	86/592,112	04/09/2015	4,894,576	02/02/2016
THE PERFECT BITE CO.	86/267,345	04/30/2014	4,662,707	12/30/2014
PASTRY KISS	87/178,449	09/21/2016	5,377,688	01/16/2018
PASTRY KISSES	87/178,387	09/21/2016	5,377,687	01/16/2018
RECIPEBOXFOODS	85/063,104	06/15/2010	4,122,402	04/03/2012