

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KODIAK CAKES, LLC		09/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	1992074	BAKER MILLS KODIAK CAKES 100% WHOLE GRAI	
Registration Number:	2052194	KODIAK CAKES	
Registration Number:	3202959	BAKER MILLS	
Registration Number:	3184973	BIG BEAR BROWNIES	
Registration Number:	4530170	POWER CAKES	
Registration Number:	4482790	MINUTE MUFFINS	
Registration Number:	4509684	KODIAK SYRUP	
Registration Number:	4518595	WHOLE GRAINS TASTE BETTER	
Registration Number:	4743692	GRANOLA UNLEASHED	
Registration Number:	4743053	OATMEAL UNLEASHED	
Registration Number:	5296712	POWER WAFFLES	
Registration Number:	3806284	BEAR COUNTRY COOKIES	
Serial Number:	86865371	POWER BROWNIES	
Serial Number:	86889985	POWER SYRUP	
Registration Number:	5429144	POWER BAKE	
Registration Number:	5282941	ENERGY CAKES	
Registration Number:	5229580	ENERGY BAKE	
Registration Number:	5282942	ENERGY WAFFLES	
Serial Number:	87328287	FEED YOUR INNER BEAR	
TRADEMARK			

OP \$1390.00 1992074

Property Type	Number	Word Mark
Serial Number:	87328304	POWER GRAHAMS
Serial Number:	87328327	POWER PRETZELS
Serial Number:	87456824	POWER CORNBREAD
Registration Number:	5471172	100% WHOLE GRAINS KODIAK CAKES PARK CITY
Registration Number:	5471173	KODIAK CAKES PARK CITY
Registration Number:	5509721	NOURISHMENT FOR TODAY'S FRONTIER
Serial Number:	87471340	POWER FLOUR
Serial Number:	87471358	POWERFUL PUDDING
Serial Number:	87545624	ENERGY BITES
Serial Number:	87545628	ENERGY BALLS
Serial Number:	87592119	BROWNIE CUP
Serial Number:	87592137	POWER COOKIES
Serial Number:	87592154	MINUTE FLAPJACK
Serial Number:	87592167	MINUTE BROWNIE
Serial Number:	87592173	MINUTE COOKIE
Serial Number:	87592185	MINUTE CORNBREAD
Serial Number:	87592193	MINUTE CAKE
Serial Number:	87606934	BEAR BITES
Serial Number:	87606942	OATNOLA
Registration Number:	5458224	SUPER FRUIT SYRUP PARK KODIAK CAKES CITY
Serial Number:	87628789	THEY AREN'T FROZEN, THEY'RE HIBERNATING
Serial Number:	87646804	POWER BREAD
Serial Number:	87646916	FLAPJACK IN A CUP
Serial Number:	87647014	PANCAKE IN A CUP
Serial Number:	87647036	BROWNIE IN A CUP
Serial Number:	87647053	CORNBREAD IN A CUP
Serial Number:	87647065	CAKE IN A CUP
Serial Number:	87647102	MUFFIN IN A CUP
Serial Number:	87647126	MINUTE PANCAKES
Registration Number:	5521256	POWER FLAPJACKS
Serial Number:	87674160	POWER FRENCH TOAST
Serial Number:	87815115	COOKIE IN A CUP
Serial Number:	87826413	TOASTER WAFFLES
Serial Number:	87835363	TOASTER PANCAKES
Serial Number:	87835376	TOASTER FLAPJACKS
Serial Number:	88019547	POWER PASTRIES

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006445 FRAME: 0639**

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
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SIGNATURE:	/Gloria Sheehan/
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DATE SIGNED:	09/27/2018
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of September, 2018, by and between **KODIAK CAKES, LLC**, a Delaware limited liability company ("Grantor"), and **ACF FINCO I LP**, a Delaware limited partnership, as administrative and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Agent, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Grantor, the Lenders (or Agent on behalf of Lenders) have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license referred to on Schedule I; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent or the other Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor disclosed to Agent in accordance with this Section 5. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; CONSENT TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND CONSENT TO JURISDICTION SET FORTH IN SECTION 12.19 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KODIAK CAKES, LLC

By: 
Name: Nathan Lord
Title: Treasurer

[Signature Page to Trademark Security Agreement {Kodiak Cakes}]


TRADEMARK
REEL: 006445 FRAME: 0644

AGENT:

ACCEPTED AND ACKNOWLEDGED
BY:

ACF FINCO I LP

By:



Name: Oleh Szczupak

Title: Authorized Signor

{Signature Page to Trademark Security Agreement (Kodiak Cakes)}

TRADEMARK
REEL: 006445 FRAME: 0645

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See Attached.

Mark	Country	Serial #	Registration Number
BAKER MILLS KODIAK CAKES 100% WHOLE GRAINS	United States	74/608,371	1,992,074
KODIAK CAKES	United States	75/031,624	2,052,194
BAKER MILLS	United States	78/723,701	3,202,959
BIG BEAR BROWNIES	United States	78/723,680	3,184,973
POWER CAKES	United States	85/634,055	4,530,170
MINUTE MUFFINS	United States	85/916,027	4,482,790
KODIAK SYRUP	United States	85/965,209	4,509,684
WHOLE GRAINS TASTE BETTER	United States	85/747,037	4,518,595
GRANOLA UNLEASHED	United States	86/438,210	4,743,692
OATMEAL UNLEASHED	United States	86/404,551	4,743,053
POWER WAFFLES	United States	86/339,015	5,296,712
BEAR COUNTRY COOKIES	United States	77/854,019	3,806,284
POWER BROWNIES	United States	86/865,371	
POWER SYRUP	United States	86/889,985	
POWER BAKE	United States	87/105,761	5,429,144
ENERGY CAKES	United States	87/154,197	5,282,941
ENERGY BAKE	United States	87/154,203	5,229,580
ENERGY WAFFLES	United States	87/154,206	5,282,942
FEED YOUR INNER BEAR	United States	87/328,287	
POWER GRAHAMS	United States	87/328,304	
POWER PRETZELS	United States	87/328,327	
POWER CORNBREAD	United States	87/456,824	
KODIAK CAKES, MX, Class 30	Mexico	1893935	
KODIAK CAKES, CA, Class 30	Canada	1839152	
KODIAK CAKES	Australia	1846589	1846589
KODIAK CAKES, EU, Class 30	European Union	016756165	016756165
Kodiak Cakes Bear Logo, MX, Class 30	Mexico	1895070	
Kodiak Cakes Bear Logo, CA, Class 30	Canada	1839173	
KODIAK CAKES POWER CAKES 100% WHOLE GRAINS	Australia	1847932	1847932
Kodiak Cakes Bear Logo, EU, Class 30	European Union	016769341	016769341
POWER CAKES, MX, Class 30	Mexico	1893930	
POWER CAKES, CA, Class 30	Canada	1839148	
POWER CAKES	Australia	1846585	
POWER CAKES, EU, Class 30	European Union	016756199	016756199
WHOLE GRAINS TASTE BETTER, MX, Class 30	Mexico	1893933	1792698
WHOLE GRAINS TASTE BETTER, CA, Class 30	Canada	1839164	

WHOLE GRAINS TASTE BETTER	Australia	1846595	
WHOLE GRAINS TASTE BETTER, EU, Class 30	European Union	016763098	
100% WHOLE GRAINS KODIAK CAKES PARK CITY	United States	87/461,577	5,471,172
KODIAK CAKES PARK CITY	United States	87/461,584	5,471,173
NOURISHMENT FOR TODAY'S FRONTIER	United States	87/462,899	5,509,721
POWER FLOUR	United States	87/471,340	
POWERFUL PUDDING	United States	87/471,358	
ENERGY BITES	United States	87/545,624	
ENERGY BALLS	United States	87/545,628	
BROWNIE CUP	United States	87/592,119	
POWER COOKIES	United States	87/592,137	
MINUTE FLAPJACK	United States	87/592,154	
MINUTE BROWNIE	United States	87/592,167	
MINUTE COOKIE	United States	87/592,173	
MINUTE CORNBREAD	United States	87/592,185	
MINUTE CAKE	United States	87/592,193	
BEAR BITES	United States	87/606,934	
OATNOLA	United States	87/606,942	
SUPER FRUIT SYRUP PARK KODIAK CAKES CITY	United States	87/606,972	5,458,224
THEY AREN'T FROZEN, THEY'RE HIBERNATING	United States	87/628,789	
POWER BREAD	United States	87/646,804	
FLAPJACK IN A CUP	United States	87/646,916	
PANCAKE IN A CUP	United States	87/647,014	
BROWNIE IN A CUP	United States	87/647,036	
CORNBREAD IN A CUP	United States	87/647,053	
CAKE IN A CUP	United States	87/647,065	
MUFFIN IN A CUP	United States	87/647,102	
MINUTE PANCAKES	United States	87/647,126	
POWER FLAPJACKS	United States	87/674,159	5,521,256
POWER FRENCH TOAST	United States	87/674,160	
COOKIE IN A CUP	United States	87/815,115	
TOASTER WAFFLES	United States	87/826,413	
TOASTER PANCAKES	United States	87/835,363	
TOASTER FLAPJACKS	United States	87/835,376	
POWER PASTRIES	United States	88/019,547	