

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Attune Foods, LLC		10/01/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 SEVENTH AVENUE
Internal Address:	27TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4324732	ATTUNE
Registration Number:	4594133	ATTUNE FOODS
Registration Number:	1536604	AZTEC
Registration Number:	4947154	CLEARLY WHOLESOME
Registration Number:	2219627	COCOMOTION
Registration Number:	1694682	EREWHON
Registration Number:	1701981	EREWHON
Registration Number:	0969721	EREWHON
Registration Number:	3229842	EREWHON
Registration Number:	4354659	OREGON'S FINEST · EST. 1973 WILLAMETTE V
Registration Number:	2642793	PEACE CEREAL
Registration Number:	2018382	RICE TWICE
Registration Number:	1735778	SWEET HOME FARM
Registration Number:	1878790	UNCLE SAM

CORRESPONDENCE DATA

Fax Number: 2127514864

TRADEMARK

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0580
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	10/03/2018

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of October 1, 2018 (this “**Agreement**”), among Attune Foods, LLC, a Delaware limited liability company, Dakota Growers Pasta Company, Inc., a North Dakota corporation, DNA Dreamfields Company, LLC, an Ohio limited liability company and Nuts Distributor of America Inc., a Washington corporation (each, a “**Grantor**”) and BARCLAYS BANK PLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Pledge and Security Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among 8th AVENUE FOOD & PROVISIONS, INC., a Missouri corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, and (b) the First Lien Credit Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Security Agreement. The rules of construction specified in Section 1.01 of the Security 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 its Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that

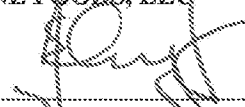
the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

ATTUNE FOODS, LLC

By: 
Name: James E. Dwyer, Jr.
Title: President


**DAKOTA GROWERS PASTA
COMPANY, INC.**

By: _____
Name: Edward Irion
Title: President and Chief Executive Officer

DNA DREAMFIELDS COMPANY, LLC

By: _____
Name: Edward Irion
Title: President and Chief Executive Officer

**NUTS DISTRIBUTOR OF AMERICA
INC.**

By: 
Name: James E. Dwyer, Jr.
Title: President and Chief Executive Officer

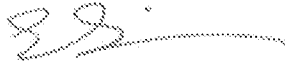
[Signature Page to First Lien Trademark Security Agreement]

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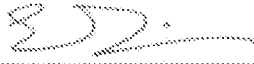
ATTUNE FOODS, LLC

By: _____
Name: James E. Dwyer, Jr.
Title: President

**DAKOTA GROWERS PASTA
COMPANY, INC.**

By:  _____
Name: Edward Irion
Title: President and Chief Executive Officer

DNA DREAMFIELDS COMPANY, LLC

By:  _____
Name: Edward Irion
Title: President and Chief Executive Officer

**NUTS DISTRIBUTOR OF AMERICA
INC.**

By: _____
Name: James E. Dwyer, Jr.
Title: President and Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Ritam Bhalla

Title: Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006474 FRAME: 0508

Schedule I

United States Trademarks and Trademark Applications

I. Trademarks owned by Attune Foods, LLC:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	ATTUNE	Registered	77/983289	04/02/2008	4324732	04/23/2013
United States of America	ATTUNE FOODS	Registered	85/970406	06/26/2013	4594133	08/26/2014
United States of America	AZTEC	Registered	73/744842	08/08/1988	1536604	04/25/1989
United States of America	CLEARLY WHOLESOME	Registered	86/438049	10/29/2014	4947154	04/26/2016
United States of America	COCOMOTION	Registered	75/276894	04/17/1997	2219627	01/19/1999
United States of America	EREWHON	Registered	74/150127	03/22/1991	1694682	06/16/1992
United States of America	EREWHON	Registered	74/143426	03/01/1991	1701981	07/21/1992
United States of America	EREWHON	Registered	72/429054	07/03/1972	969721	10/02/1973
United States of America	EREWHON	Registered	78/911342	06/19/2006	3229842	04/17/2007
United States of America	OREGON'S FINEST - EST. 1973 WILLIAMETTE VALLEY COMPANY (stylized and/or design)	Registered	85/419440	09/09/2011	4354659	06/18/2013
United States of America	PEACE CEREAL	Registered	76/362596	01/23/2002	2642793	10/29/2002
United States of America	RICE TWICE	Registered	74/660270	04/07/1995	2018382	11/19/1996
United States of America	SWEET HOME FARM	Registered	74/168909	05/22/1991	1735778	11/24/1992
United States of America	UNCLE SAM	Registered	74/488212	02/08/1994	1878790	02/14/1995

II. Trademarks owned by Dakota Growers Pasta Company, Inc.:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	WHOLE LOT BETTER	Registered	85/819202	01/09/2013	4499305	03/18/2014
United States of America	VEGGIESERVE & Design	Registered	85/509742	01/05/2012	4400879	09/10/2013
United States of America	DIABETES FRIENDS FOREVER	Registered	85/466376	11/07/2011	4400750	09/10/2013
United States of America	DREAMFIELDS DFF DIABETES FRIENDS FOREVER (Stylized and/or w/Design)	Registered	85/466400	11/07/2011	4526171	05/06/2014
United States of America	PASTA SANITA	Registered	76/402236	04/29/2002	2702295	04/01/2003
United States of America	DAKOTA GROWERS PASTA CO. & Design	Registered	75/692298	04/27/1999	2472148	07/24/2001
United States of America	ZIA BRIOSA	Registered	75/225819	01/15/1997	2181434	08/11/1998
United States of America	PASTA GROWERS	Registered	86/713217	08/03/2015	5092334	11/29/2016
United States of America	PASTA GROWERS	Registered	86/728952	08/18/2015	4955116	05/10/2016

III. Trademarks owned by DNA Dreamfields Company, LLC

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	DREAMFIELDS	Registered	76/977195	10/25/2002	2992994	09/06/2005
United States of America	DREAMFIELDS DF HEALTHY CARB LIVING & Design	Registered	76/664621	08/15/2006	3337733	11/20/2007
United States of America	HEALTHY CARB LIVING	Registered	76/583394	03/26/2004	3534410	11/18/2008
United States of America	PASTAPALOOZA	Registered	86/607359	04/23/2015	4859539	11/24/2015

IV. Trademarks owned by Nuts Distributor of America Inc.:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	PEANUT BETTER	Registered	75/187331	10/25/1996	2543652	03/05/2002
United States of America	REAL FOOD, REAL FAST	Registered	85/587432	04/03/2012	4237470	11/06/2012

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RECORDED: 10/03/2018

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