TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clover USA, LLC		11/25/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2853302	ALLSTARS
Registration Number:	4514527	AUNT BEA'S
Registration Number:	2974035	BISTRO TO-GO
Registration Number:	3796046	BREAKFAST STACKERS
Registration Number:	3049989	DELI PRIDE
Registration Number:	4514528	
Registration Number:	2556006	HANDI-BAKES
Registration Number:	5325796	LETTIERI'S
Registration Number:	2915735	LETTIERI'S
Registration Number:	3568233	LETTIERI'S
Registration Number:	5366523	LETTIERI'S FAMIGLIA CUCINA
Registration Number:	3606650	LETTIERI'S FOOD TO GO
Registration Number:	3606913	LETTIERI'S FOOD TO GO
Registration Number:	3606639	LETTIERI'S FOOD TO GO
Registration Number:	3606908	LETTIERI'S FOOD TO GO
Registration Number:	4227025	LETTIERI'S GOOD STUFFZ
Registration Number:	2579293	MARKETFARE
Registration Number:	3082334	OLD SANTA FE

OP $665.00 2853302

Property Type	Number	Word Mark
Registration Number:	5079653	PEACOCK FOODS
Registration Number:	961608	SMILEYS
Registration Number:	2570579	SONRITOS
Registration Number:	4653868	STACKER SQUARES
Registration Number:	2765914	STUFFED BAGUETTE
Registration Number:	3478402	STUFFED BREAD STIX
Registration Number:	3794834	TRAVELER'S CAFE
Registration Number:	2928391	WRAP-DOGS!

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1017960 TM 1
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	11/26/2018

Total Attachments: 9
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Execution Version

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "**Trademark Security Agreement**"), dated as of November 25, 2018, is made by and between CLOVER USA, LLC (f/k/a GREENCORE USA, LLC), a Delaware limited liability company (the "**Grantor**"), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the "**Collateral Agent**").

WHEREAS, the Grantor is party to that certain Supplement No. 1 to Security Agreement, dated as of the date hereof (the "**Supplement**"), by and among the Grantor, each other grantor party thereto and the Collateral Agent, which supplements that certain Security Agreement, dated May 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "**Existing Security Agreement**" and as supplemented by the Supplement, the "**Security Agreement**"), among MATTERHORN BUYER LLC, a Delaware limited liability company, H-FOOD HOLDINGS, LLC, a Delaware limited liability company, each other grantor from time to time party thereto and the Collateral Agent for the Secured Parties; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the "**Trademark Collateral**"); *provided* that "Trademark Collateral" shall not include and the Security Interest shall not attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all

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of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interests hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

CLOVER USA, LLC

By: _____
Name: Alfred Jasser
Title: Senior Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK AGREEMENT SUPPLEMENT]

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent

By: _____
Name: Robert Ehudin
Title: Authorized Signatory

SCHEDULE A

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Clover USA, LLC	ALLSTARS	United States	76535067	6-August-2003	2853302	6/15/2004
Clover USA, LLC	AUNT BEA'S	United States	86061280	11-September-2013	4514527	4/15/2014
Clover USA, LLC	BISTRO TO-GO	United States	78318980	27-October-2003	2974035	7/19/2005
Clover USA, LLC	BREAKFAST STACKERS	United States	77237046	24-July-2007	3796046	6/1/2010
Clover USA, LLC	DELI PRIDE	United States	78531539	13-December-2004	3049989	1/24/2006
Clover USA, LLC	Design of Lady in Apron	United States	86061283	11-September-2013	4514528	4/15/2014
Clover USA, LLC	HANDI-BAKES	United States	76303821	23-August-2001	2556006	4/2/2002
Clover USA, LLC	LETTIERI'S	United States	87330404	9-February-2017	5325796	10/31/2017
Clover USA, LLC	LETTIERI'S	United States	76541270	19-August-2003	2915735	1/4/2005
Clover USA, LLC	LETTIERI'S	United States	77203111	11-June-2007	3568233	1/27/2009

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Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Clover USA, LLC	LETTIERI'S FAMIGLIA CUCINA (Stylized and/or Design)	United States	87976264	9-February-2017	5366523	12/26/2017
Clover USA, LLC	LETTIERI'S FOOD TO GO	United States	77203120	11-June-2007	3606650	4/14/2009
Clover USA, LLC	LETTIERI'S FOOD TO GO	United States	77311771	24-October-2007	3606913	4/14/2009
Clover USA, LLC	LETTIERI'S FOOD TO GO logo	United States	77199504	6-June-2007	3606639	4/14/2009

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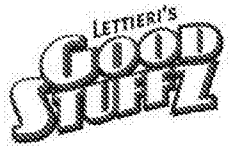
Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Clover USA, LLC	LETTIERI'S FOOD TO GO logo	United States	77309980	22-October-2007	3606908	4/14/2009
Clover USA, LLC	LETTIERI'S GOOD STUFFZ 	United States	85373926	18-July-2011	4227025	10/16/2012
Clover USA, LLC	MARKETFARE	United States	75716205	27-May-1999	2579293	6/11/2002
Clover USA, LLC	OLD SANTA FE	United States	78613465	21-April-2005	3082334	4/18/2006
Clover USA, LLC	PEACOCK FOODS	United States	86865313	5-January-2016	5079653	11/8/2016
Clover USA, LLC	SMILEYS	United States	72405413	18-October-1971	0961608	6/19/1973
Clover USA, LLC	SONRITOS	United States	75639925	12-February-1999	2570579	5/21/2002
Clover USA, LLC	STACKER SQUARES	United States	86036678	13-August-2013	4653868	12/9/2014
Clover USA, LLC	STUFFED BAGUETTE	United States	76439041	09-August-2002	2765914	9/16/2003
Clover USA, LLC	STUFFED BREAD STIX	United States	77262491	23-August-2007	3478402	7/29/2008
Clover USA, LLC	TRAVELER'S CAFÉ	United States	77771310	30-June-2009	3794834	5/25/2010

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Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Clover USA, LLC	WRAP-DOGS	United States	76566732	15-December-2003	2928391	2/22/2005
Clover USA, LLC	BISTRO TO GO	United States	Trademark Pending: Application No. 87/329,761	9-February-2017		
Clover USA, LLC	LETTIERI'S FAMIGLIA CUCINA logo	United States	Trademark Pending: Application No. 87/330,414	9-February-2017		
Clover USA, LLC	LETTIERI'S BISTRO TO GO logo	United States	Trademark Pending: Application No. 87/329,772	9-February-2017		
Clover USA, LLC	TRAVELER'S CAFE	United States	Trademark Pending: Application No. 87/329,818	9-February-2017		

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Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Clover USA, LLC	TRAVELER'S CAFE ALWAYS OPEN logo	United States	Trademark Pending: Application No. 87/329,825	9-February-2017		

Schedule A
to Trademark Security Agreement