

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEARTHSIDE FOOD SOLUTIONS, LLC		11/25/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2955799	FIRESIDE BAKING COMPANY	
<b>Registration Number:</b>	2972792	FIRESIDE BAKING COMPANY	
<b>Registration Number:</b>	2656418	FIRESIDE BAKING COMPANY	
<b>Registration Number:</b>	4461118	FIRESIDE BAKING COMPANY	
<b>Registration Number:</b>	2127929	FIRESIDE	
<b>Registration Number:</b>	2121047	GURLEY'S GOLDEN RECIPE	
<b>Registration Number:</b>	2192106	GURLEY'S GOLDEN RECIPE	
<b>Registration Number:</b>	2800150	MAURICE LENELL	
<b>Registration Number:</b>	2802145	MAURICE LENELL	
<b>Registration Number:</b>	4439455	MAURICE LENELL QUALITY COOKIES SINCE 193	
<b>Registration Number:</b>	3567161	ROYAL CREST	
<b>Registration Number:</b>	3567160	R ROYAL CREST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>TRADEMARK</b>			

CH \$315.00 2955799

**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 11668.345 Hearthside

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 11/26/2018

**Total Attachments: 6**

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## 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 Hearthside Food Solutions, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of ARES CAPITAL CORPORATION, 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 Second Lien Security Agreement, dated as of November 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; 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 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 interest 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.

**HEARTHSIDE FOOD SOLUTIONS, LLC**

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

ARES CAPITAL CORPORATION, as Collateral Agent

By: Michael L. Smith

Name: Michael L. Smith

Title: Authorized Signatory

SCHEDULE A

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Hearthside Food Solutions, LLC	FIRESIDE BAKING COMPANY & Design	United States	78975790	03-Sep-2002	2955799	24-May-2005
Hearthside Food Solutions, LLC	FIRESIDE BAKING COMPANY & Design	United States	78160170	03-Sep-2002	2972792	19-Jul-2005
Hearthside Food Solutions, LLC	FIRESIDE BAKING COMPANY & Design	United States	76364919	29-Jan-2002	2656418	03-Dec-2002
Hearthside Food Solutions, LLC		United States	85778462	13-Nov-12	4461118	7-Jan-14
Hearthside Food Solutions, LLC	FIRESIDE	United States	74446865	14-Oct-93	2127929	13-Jan-98
Hearthside Food Solutions, LLC	GURLEY'S GOLDEN RECIPE	United States	75124757	24-June-1996	2121047	16-Dec-1997
Hearthside Food Solutions, LLC	GURLEY'S GOLDEN RECIPE (UPDATED)	United States	75318730	02-July-1997	2192106	29-Sept-1998
Hearthside Food Solutions, LLC	MAURICE LENELL & Design	United States	76492602	25-Feb-2003	2800150	30-Dec-2003
Hearthside Food Solutions, LLC	MAURICE LENELL	United States	76492288	25-Feb-2003	2802145	06-Jan-2004
Hearthside Food Solutions, LLC		United States	85893093	2-Apr-13	4439455	26-Nov-13
Hearthside Food Solutions, LLC	ROYAL CREST (UPDATED) & Design	United States	77498240	13-June-2008	3567161	27-Jan-2009

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
Hearthside Food Solutions, LLC	ROYAL CREST & Design	United States	77498199	13-June-2008	3567160	27-Jan-2009