

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noosa Yoghurt, LLC		11/20/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5532824	RASPBERRY NOOSA FINEST YOGHURT ALL NATUR	
Registration Number:	5532825	STRAWBERRY RHUBARB NOOSA FINEST YOGHURTA	
Registration Number:	5532826	TART CHERRY NOOSA FINEST YOGHURT ALL NAT	
Registration Number:	5538234	COCONUT NOOSA FINEST YOGHURT ALL NATURAL	
Registration Number:	5532827	HONEY NOOSA FINEST YOGHURT ALL NATURAL I	
Registration Number:	5532828	PEACH NOOSA FINEST YOGHURT ALL NATURAL I	
Registration Number:	5538235	BLUEBERRY NOOSA FINEST YOGHURT ALL NATUR	
Registration Number:	5538236	STRAWBERRY RHUBARB NOOSA FINEST YOGHURTA	
Registration Number:	5272623	NOOSA MATES	
Registration Number:	5449042	SWEET HEAT	
Registration Number:	4835360	AUSSIE CULTURE COLORADO FRESH	
Registration Number:	4835359	AUSSIE CULTURE * COLORADO FRESH	
Registration Number:	4301215	NOOSA	
Registration Number:	4337646	NOOSA FINEST YOGHURT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

CH \$365.00 5532824

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: 030786-0911

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 11/28/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 20, 2018, (this “Agreement”), by Noosa Yoghurt, LLC, a Colorado limited liability company, Rao’s Specialty Foods, Inc., a New York corporation, Sovos Brands Intermediate, Inc., a Delaware corporation and Bottom Line Food Processors, Inc., a Delaware corporation (each, a “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, inter alios, Sovos Brands Holdings, Inc., a Delaware corporation (“Holdings”), Sovos Brands Intermediate, Inc., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Credit Suisse AG, Cayman Islands Branch (“CS”), in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative 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 its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with

respect to the IP 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. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

RAO'S SPECIALTY FOODS, INC.

By: 

Name: Larry Bodner

Title: Chief Financial Officer

SOVOS BRANDS INTERMEDIATE, INC.

By: 

Name: Larry Bodner

Title: Chief Financial Officer

BOTTOM-LINE FOOD PROCESSORS, INC.

By: 

Name: Larry Bodner

Title: Chief Financial Officer

NOOSA YOGHURT, LLC

By:



Name: Eric Bredeson






Title: Chief Financial Officer

Signature Page to IP Security Agreement

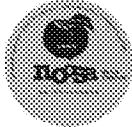



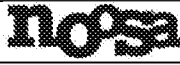


TRADEMARK
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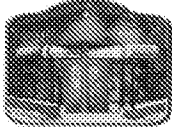





SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Noosa Yoghurt, LLC	5532824	RASPBERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH 
Noosa Yoghurt, LLC	5532825	STRAWBERRY RHUBARB NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH 
Noosa Yoghurt, LLC	5532826	TART CHERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH 
Noosa Yoghurt, LLC	5538234	COCONUT NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE * COLORADO FRESH 
Noosa Yoghurt, LLC	5532827	HONEY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH 




SCHEDULE III TO EXHIBIT A TO IP SECURITY AGREEMENT

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Noosa Yoghurt, LLC	5532828	PEACH NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE* COLORADO FRESH 
Noosa Yoghurt, LLC	5538235	BLUEBERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE * COLORADO FRESH 
Noosa Yoghurt, LLC	5538236	STRAWBERRY RHUBARB NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER TREATED WITH RBGH* AUSSIE CULTURE * COLORADO FRESH 
Noosa Yoghurt, LLC	5272623	NOOSA MATES
Noosa Yoghurt, LLC	5449042	SWEET HEAT
Noosa Yoghurt, LLC	4835360	AUSSIE CULTURE COLORADO FRESH 
Noosa Yoghurt, LLC	4835359	AUSSIE CULTURE * COLORADO FRESH
Noosa Yoghurt, LLC	4301215	
Noosa Yoghurt, LLC	4337646	NOOSA FINEST YOGHURT
Rao's Specialty Foods, Inc.	5265963	THE WOMAN BEHIND THE SAUCE
Rao's Specialty Foods, Inc.	4575155	RAO'S SPECIALTY FOODS, INC.
Rao's Specialty Foods, Inc.	4419762	TWIST YOUR WRIST
Rao's Specialty Foods, Inc.	4132021	RAO'S
Rao's Specialty Foods, Inc.	3863034	RAO'S HOMEMADE SINCE 1896 
Rao's Specialty Foods, Inc.	3576143	

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Rao's Specialty Foods, Inc.	3576144	RAO'S
Rao's Specialty Foods, Inc.	3580434	CUORE DI POMODORO
Rao's Specialty Foods, Inc.	3296297	
Rao's Specialty Foods, Inc.	3289527	
Rao's Specialty Foods, Inc.	3288234	DINNER TO GO
Rao's Specialty Foods, Inc.	2933302	RAO'S HOMEMADE
Rao's Specialty Foods, Inc.	2819390	RAO'S HOMEMADE
Rao's Specialty Foods, Inc.	2840596	BRINGING THE EXTRAORDINARY HOME
Rao's Specialty Foods, Inc.	2635671	
Rao's Specialty Foods, Inc.	1990486	RAO'S HOMEMADE 
Rao's Specialty Foods, Inc.	1793249	RAO'S HOMEMADE IT'S THE SAUCE
Bottom Line Food Processors, Inc.	4653514	MICHAEL ANGELO'S
Bottom Line Food Processors, Inc.	4352726	MICHAEL ANGELO'S
Bottom Line Food Processors, Inc.	4162571	SMALL BATCH FROM SCRATCH
Bottom Line Food Processors, Inc.	4248245	UNCOMPROMISINGLY ITALIAN
Bottom Line Food Processors, Inc.	4082376	THE WAY WE'VE ALWAYS DONE IT
Bottom Line Food Processors, Inc.	3418356	<i>Uncle Giuseppe's</i>
Bottom Line Food Processors, Inc.	3200707	
Bottom Line Food Processors, Inc.	3195920	
Bottom Line Food Processors, Inc.	3195921	
Bottom Line Food Processors, Inc.	2956659	MICHAEL ANGELO'S
Bottom Line Food Processors, Inc.	2826937	MICHAEL ANGELO'S
Bottom Line Food Processors, Inc.	2692831	MICHAEL ANGELO'S

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Bottom Line Food Processors, Inc.	2725489	MICHAEL ANGELO'S MINI'S
Bottom Line Food Processors, Inc.	2519760	THE ART OF ITALIAN CUISINE
Bottom Line Food Processors, Inc.	2060382	MICHAEL ANGELO'S
Bottom Line Food Processors, Inc.	1673054	MICHAEL ANGELO'S
Bottom Line Food Processors, Inc.	1668677	MICHAEL ANGELO'S

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Rao's Specialty Foods, Inc.	87/882584 ITU	DELICIOUS SPEAKS FOR ITSELF
Rao's Specialty Foods, Inc.	87/756568	RAO'S HOMESTYLE SINCE 1896 
Rao's Specialty Foods, Inc.	87/371875 ITU	RAO'S HOMEMADE
Rao's Specialty Foods, Inc.	87/371868 ITU	RAO'S
Rao's Specialty Foods, Inc.	87/371880 ITU	RAO'S
Rao's Specialty Foods, Inc.	87/367987 ITU	
Rao's Specialty Foods, Inc.	87/367986 ITU	
Noosa Yoghurt, LLC	86/828726 ITU	NOOSA
Noosa Yoghurt, LLC	86/828710 ITU	noosa
Noosa Yoghurt, LLC	88/160632 ITU	NOOSA HILO
Sovos Brands Intermediate, Inc.	87/320942 ITU	SOVOS BRANDS
Sovos Brands Intermediate, Inc.	87/297373 ITU	SOVOS
Sovos Brands Intermediate, Inc.	87/291655 ITU	SOVOS BRANDS