

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535079

<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>
HOMETOWN FOODS USA, LLC		08/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2172187		
<b>Registration Number:</b>	2246970	ALL BAGELS ARE NOT CREATED EQUAL	
<b>Registration Number:</b>	1060935	"IF A SEA GULL FLIES OVER THE SEA, WHAT	
<b>Registration Number:</b>	1240673	BAGELMANIA	
<b>Registration Number:</b>	1327498	BAGELMANIA	
<b>Registration Number:</b>	4469764	GOLD'N KRACKLE	
<b>Registration Number:</b>	4638662	THE ARTISAN DIPPING SNACK	
<b>Registration Number:</b>	2198598	GOLD 'NKRACKLE	
<b>Registration Number:</b>	4995065	MRS. WONDERFUL'S CAKES FAMILY BAKERS SIN	
<b>Serial Number:</b>	87824321	BRINGING BACK THE BUNDT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124607000		
<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>	312-460-5000		
<b>Email:</b>	slott@seyfarth.com		
<b>Correspondent Name:</b>	Stephen D. Lott		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 8000		

CH \$265.00 2172187

<b>Address Line 4:</b>	Chicago, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	058550-000123
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott
<b>SIGNATURE:</b>	/Stephen D. Lott/
<b>DATE SIGNED:</b>	08/02/2019
<b>Total Attachments: 5</b> source=12. Hometown Foods - Trademark Security Agreement - Signed(58365980v1)#page1.tif source=12. Hometown Foods - Trademark Security Agreement - Signed(58365980v1)#page2.tif source=12. Hometown Foods - Trademark Security Agreement - Signed(58365980v1)#page3.tif source=12. Hometown Foods - Trademark Security Agreement - Signed(58365980v1)#page4.tif source=12. Hometown Foods - Trademark Security Agreement - Signed(58365980v1)#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 1, 2019, is by HOMETOWN FOODS USA, LLC, a Delaware limited liability company (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

### **RECITALS**

A. The Grantor has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the financial institutions that are or may from time to time become party thereto as lenders (collectively, the “Lenders”) and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor and KBH Intermediate Corp, a Delaware corporation, have entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1

annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HOMETOWN FOODS USA, LLC

By:   
\_\_\_\_\_  
Brian Chung  
Treasurer and Secretary

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By: \_\_\_\_\_  
Kevin M. Harrington  
Commercial Banking Officer

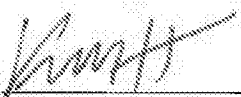
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HOMETOWN FOODS USA, LLC

By: \_\_\_\_\_  
Brian Chung  
Treasurer and Secretary

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By:  \_\_\_\_\_  
Kevin M. Harrington  
Commercial Banking Officer

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

Trademark	App. Number	App. Date	Reg. Number	Reg. Date
Bagel (stylized)	75076405	March 21, 1996	2172187	July 14, 1998
ALL BAGELS ARE NOT CREATED EQUAL	75211999	December 13, 1996	2246970	May 25, 1999
"IF A SEA GULL FLIES OVER THE SEA, WHAT FLIES OVER THE BAY?"	73095528	August 4, 1976	1060935	March 8, 1977
BAGELMANIA	73355623	March 22, 1982	1240673	May 31, 1983
BAGELMANIA	73177894	July 12, 1978	1327498	March 26, 1985
GOLD'N KRACKLE	85940929	May 23, 2013	4469764	January 21, 2014
THE ARTISAN DIPPING SNACK	85940986	May 23, 2013	4638662	November 11, 2014
GOLD 'NKRACKLE	75399383	December 3, 1997	2198598	October 20, 1998
MRS. WONDERFUL'S CAKES FAMILY BAKERS SINCE 1931	86711282	July 31, 2015	4995065	July 5, 2016
BRINGING BACK THE BUNDT!	87824321	March 7, 2018	--	--