

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gold Standard Holdings, Inc.		09/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Parallel49 Equity (Fund V)		
Street Address:	225 East Deerpath Road, Suite 200		
Internal Address:	c/o Parallel49 Equity		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3135819	TASTE THE OTHERS CAN'T TOUCH	
Registration Number:	4462425	DRESSEL'S	
Registration Number:	1518185	GOLD STANDARD BAKING	
CORRESPONDENCE DATA			
Fax Number:	6508597500		
<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>			
Phone:	1 650 859 7021		
Email:	NATHALIE.LOC@KIRKLAND.COM		
Correspondent Name:	NATHALIE LOC		
Address Line 1:	3330 HILLVIEW AVENUE		
Address Line 2:	KIRKLAND & ELLIS, LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	47034-1		
NAME OF SUBMITTER:	NATHALIE LOC		
SIGNATURE:	/NATHALIE LOC/		
DATE SIGNED:	09/27/2019		
Total Attachments: 5			

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GRANT OF TRADEMARK SECURITY INTEREST

September 25, 2019

WHEREAS, GOLD STANDARD BAKING, INC., an Illinois corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Gold Standard Holdings, Inc., a Delaware corporation (“**Company**”), has entered into a Second Lien Credit Agreement, dated as of September 25, 2019 (said Second Lien Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the lenders named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Parallel49 Equity (Fund V), Limited Partnership, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Grantor has executed and delivered that certain Second Lien Subsidiary Guaranty dated as of September 25, 2019 (said Second Lien Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of September 25, 2019 (said Second Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, excluding, however, any Excluded Assets (as defined in the Security Agreement) (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious

Grant of Trademark Security Interest
to Second Lien Security Agreement

business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event of a conflict between this Grant of Trademark Security Interest and the Credit Agreement or the Security Agreement, the terms and conditions of the Credit Agreement or the Security Agreement, as applicable, shall apply.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GOLD STANDARD BAKING, INC.,
an Illinois corporation

By: 

Name: Jeff Dearduff

Title: Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest]

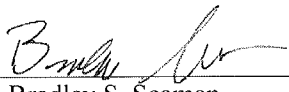
TRADEMARK
REEL: 006757 FRAME: 0819

Accepted and Agreed:

PARALLEL49 EQUITY (FUND V), LIMITED PARTNERSHIP, a Delaware limited partnership,
as Administrative Agent,
as Secured Party

By: Parallel49 Equity GP (Fund V), Limited Partnership
Its: General Partner

By: Parallel49 Equity UGP (Fund V), Inc.
Its: General Partner

By: 
Name: Bradley S. Seaman
Title: Director

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Gold Standard Baking, Inc.	Taste The Others Can't Touch	3135819	8/29/06
Gold Standard Baking, Inc.	Dressel's	4462425	1/7/14
Gold Standard Baking, Inc.	Gold Standard Baking	1518185	12/27/88

Schedule A-1

Grant of Trademark Security Interest
to Second Lien Security Agreement

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RECORDED: 09/27/2019

**TRADEMARK
REEL: 006757 FRAME: 0821**