

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kennedy Endeavors, Incorporated		10/21/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3435650	EL RESTAURANTE	
Registration Number:	3098035	ERIN'S	
Registration Number:	3697408	HAWAIIAN	
Registration Number:	4449997	HUSMAN'S	
Registration Number:	0726777	HUSMAN'S	
Registration Number:	5360509	MAKE IT LOUD. MAKE IT BOLD. MAKE IT LOCA	
Registration Number:	3648913	NATURALLY GOOD	
Registration Number:	2134541	PITTSBURGH	
Registration Number:	5644343	POP-N-THIN	
Registration Number:	5238301	PUFF-N-BITES	
Registration Number:	1309260	PUFF-N-CORN	
Registration Number:	4756712	SIMPLY ERIN'S	
Registration Number:	3232333	SNYDER OF BERLIN	
Registration Number:	2720688	SWEET 'N SASSY	
Registration Number:	3037601	TIM'S	
Registration Number:	3186037	TIM'S CASCADE SNACKS	
Registration Number:	1610682	TIM'S CASCADE STYLE POTATO CHIPS	
Registration Number:	2813104	JALAPENO HOT	
Serial Number:	87141611	BUCKEYE	
TRADEMARK			

OP \$490.00 3435650

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: 202.370.4750
Email: ipteam@coagencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	10/23/2019

Total Attachments: 6

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SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS

SUPPLEMENT NO. 1 (this "Supplement") dated as of October 21, 2019, to the ABL Security Agreement dated as of November 21, 2017 (the "Closing Date") among certain subsidiaries of UM-U INTERMEDIATE, LLC, a Delaware limited liability company ("UM-U Parent"), UM-R INTERMEDIATE, LLC, a Delaware limited liability company ("UM-R Parent") and SRS LEASING, LLC, a Delaware limited liability company ("SRS Leasing Parent"), and together with UM-U Parent and UM-R Parent, the "Parents") from time to time party thereto and BANK OF AMERICA, N.A. ("Bank of America"), as Collateral Agent (the "Collateral Agent") for the Secured Parties (the "Security Agreement").

A. Reference is made to that certain ABL Credit Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the "Administrative Borrower"), GOLDEN FLAKE SNACK FOODS, INC., a Delaware corporation (a "Co-Borrower" and together with any Additional Borrowers from time to time party thereto and the Administrative Borrower, the "Borrowers"), Parents, MANUFACTURERS AND TRADERS TRUST COMPANY, as L/C Issuer, and BANK OF AMERICA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "Administrative Agent"), and collateral agent (in such capacity, and together with its successors and permitted assigns, the "Collateral Agent"), L/C Issuer and Swing Line Lender, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrowers, Parents and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the ABL Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the ABL Collateral, including all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule I hereto (excluding any Excluded Property).

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New 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 ABL 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 of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such

provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the First Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

KENNEDY ENDEAVORS, INCORPORATED,
a Washington corporation,
as a Grantor

By: 
Name: Dylan B. Lissette
Title: Chief Executive Officer

Jurisdiction of Formation/Incorporation: Washington
Address Of Chief Executive Office: 900 High Street,
Hanover, Pennsylvania 17331

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 006777 FRAME: 0411

BANK OF AMERICA, N.A.,
as ABL Collateral Agent

By: 

Name: William J. Wilson
Title: Senior Vice President

[Signature Page to ABL Short Form Trademark Security Agreement (Kennedy Endeavors)]

TRADEMARK
REEL: 006777 FRAME: 0412

SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
ABL SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Kennedy Endeavors, Incorporated	EL RESTAURANTE	3435650
Kennedy Endeavors, Incorporated	ERIN'S	3098035
Kennedy Endeavors, Incorporated	HA WAIIAN	3697408
Kennedy Endeavors, Incorporated	HUSMAN'S	4449997
Kennedy Endeavors, Incorporate	HUSMAN'S (Stylized)	0726777
Kennedy Endeavors, Incorporated	MAKE IT LOUD. MAKE IT BOLD. MAKE IT LOCAL. MAKE IT TIM'S!	5360509
Kennedy Endeavors, Incorporated	NATURALLY GOOD	3648913
Kennedy Endeavors, Incorporated	PITTSBURGH	2134541
Kennedy Endeavors, Incorporated	POP-IN-THIN	5644343
Kennedy Endeavors, Incorporated	PUFF-N-BITES	5238301
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Kennedy Endeavors, Incorporated	TIM'S	3037601
Kennedy Endeavors, Incorporated	TIM'S CASCADE SNACKS & DESIGN	3186037
Kennedy Endeavors, Incorporated	TIM'S CASCADE STYLE POTATO CHIPS	1610682
Kennedy Endeavors, Incorporated	JALAPENO HOT	2813104
Kennedy Endeavors, Incorporated	BUCKEYE	87/141611