

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548535

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quest Nutrition, LLC		11/07/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PLC: ENGLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4626380	ALLSTRIKE
Registration Number:	5240553	BEYOND CEREAL
Registration Number:	5101165	CHEAT CLEAN
Registration Number:	5101164	CHEAT CLEAN MACHINE
Registration Number:	4598866	CHEATCLEAN
Registration Number:	5223291	CHEATCLEAN
Registration Number:	4974281	COOKCLEAN
Registration Number:	4703824	CRUNCHCLEAN
Registration Number:	4591303	QUEST
Registration Number:	4768690	QUEST
Registration Number:	5785547	QUEST
Registration Number:	4939775	QUEST
Registration Number:	4939767	QUEST
Registration Number:	4626381	QUEST ALLSTRIKE
Registration Number:	4658620	QUEST APPAREL
Registration Number:	3703004	QUEST BAR
Registration Number:	4768691	QUEST BAR
Registration Number:	4290313	QUEST CRAVINGS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3703003	QUEST NUTRITION
Registration Number:	4768689	QUEST NUTRITION
Registration Number:	4477780	QUEST PASTA
Registration Number:	4703364	QUEST PROTEIN CHIPS
Registration Number:	4773891	QUEST TRAINING

CORRESPONDENCE DATA

Fax Number: 8004947512

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@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1149867
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	11/07/2019

Total Attachments: 6

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2019 (this “Agreement”), among Quest Nutrition, LLC (the “Grantor”) and Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Atkins Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), Conyers Park Parent Merger Sub, Inc., a Delaware corporation (“Parent Merger Sub”), Conyers Park Acquisition Corp., a Delaware corporation (“Parent” and following the Parent Merger, as successor to Parent Merger Sub by operation of law), Conyers Park Merger Sub 1, Inc., a Delaware corporation (“Company Merger Sub 1”), Conyers Park Merger Sub 2, Inc., a Delaware corporation (“Company Merger Sub 2”), Conyers Park Merger Sub 3, Inc., a Delaware corporation (“Company Merger Sub 3”), Conyers Park Merger Sub 4, Inc., a Delaware corporation (“Company Merger Sub 4” or “Initial Administrative Borrower”, and, together with Company Merger Sub 1, Company Merger Sub 2, and Company Merger Sub 3, the “Company Merger Subs” and each, a “Company Merger Sub”, and collectively, the “Initial Borrowers”), NCP-ATK Holdings, Inc., a Delaware corporation (the “Company” and following the Company Merger, as successor to Company Merger Sub 1 by operation of law), Atkins Nutritionals Holdings, Inc., a Delaware corporation (“ANH” and following the Company Merger, as successor to Company Merger Sub 2 by operation of law), Atkins Nutritionals Holdings II, Inc., a Delaware corporation (“ANHII” and following the Company Merger, as successor to Company Merger Sub 3 by operation of law), and Atkins Nutritionals, Inc., a New York corporation (“ANI” and following the Company Merger, as successor to Company Merger Sub 4 by operation of law, the “Administrative Borrower” and, together with the Company, ANH and ANHII, the “Acquired Companies”, and the Acquired Companies, following the consummation of the Acquisition together with the Initial Borrowers, each individually, and collectively referred to herein as the context may require, as the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Barclays Bank PLC, as Administrative Agent and (b) the Collateral Agreement dated of July 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Acquired Companies, Parent, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 such Grantor’s right, title and interest in, to and under

the United States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

QUEST NUTRITION, LLC, as Grantor

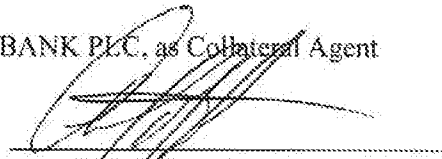
By 
Name: Todd Cunfer
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006790 FRAME: 0961

BARCLAYS BANK PLC, as Collateral Agent

By:
Name:
Title:



Christopher Altin
Vice President

[Signature Page to Trademark Security Agreement]

Schedule I

Title	Owner	Registration Number	Registration Date
ALLSTRIKE	Quest Nutrition, LLC	4,626,380	10/21/2014
BEYOND CEREAL	Quest Nutrition, LLC	5,240,553	7/11/2017
CHEAT CLEAN	Quest Nutrition, LLC	5,101,165	12/13/2016
CHEAT CLEAN MACHINE	Quest Nutrition, LLC	5,101,164	12/13/2016
CHEATCLEAN	Quest Nutrition, LLC	4,598,866	9/2/2014
CHEATCLEAN	Quest Nutrition, LLC	5,223,291	6/13/2017
COOKCLEAN	Quest Nutrition, LLC	4,974,281	6/7/2016
CRUNCHCLEAN	Quest Nutrition, LLC	4,703,824	3/17/2015
QUEST	Quest Nutrition, LLC	4,591,303	8/26/2014
QUEST	Quest Nutrition, LLC	4,768,690	7/7/2015
QUEST	Quest Nutrition, LLC	5,785,547	6/25/2019
QUEST (Stylized)	Quest Nutrition, LLC	4,939,775	4/19/2016
QUEST (Stylized)	Quest Nutrition, LLC	4,939,767	4/19/2016
QUEST ALLSTRIKE	Quest Nutrition, LLC	4,626,381	10/21/2014
QUEST APPAREL	Quest Nutrition, LLC	4,658,620	12/23/2014
QUEST BAR	Quest Nutrition, LLC	3,703,004	10/27/2009

QUEST BAR	Quest Nutrition, LLC	4,768,691	7/7/2015
QUEST CRAVINGS	Quest Nutrition, LLC	4,290,313	2/12/2013
QUEST NUTRITION	Quest Nutrition, LLC	3,703,003	10/27/2009
QUEST NUTRITION	Quest Nutrition, LLC	4,768,689	7/7/2015
QUEST PASTA	Quest Nutrition, LLC	4,477,780	2/4/2014
QUEST PROTEIN CHIPS	Quest Nutrition, LLC	4,703,364	3/17/2015
QUEST TRAINING	Quest Nutrition, LLC	4,773,891	7/14/2015