

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cumberland Farms Inc.		01/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank plc, as Security Agent		
Street Address:	5 The North Colonnade		
Internal Address:	Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5822587	AUTOSPA	
Registration Number:	2886313	CUMBERLAND FARMS	
Registration Number:	1261294	CUMBERLAND FARMS	
Registration Number:	4786976	CUMBERLAND FARMS CHILL ZONE	
Registration Number:	5347947	CUMBERLAND FARMS DINER SIDE SNACKS	
Registration Number:	1285634	CUMBERLAND FARMS	
Registration Number:	4928428	CUMBERLAND FARMS	
Registration Number:	5812720	CUMBERLAND FARMS FARMHOUSE	
Registration Number:	4653970	CUMBERLAND FARMS FARMHOUSE	
Registration Number:	4207177	CUMBERLAND FARMS FARMHOUSE BAKERY	
Registration Number:	4443029	CUMBERLAND FARMS FARMHOUSE BAKERY ULTIMA	
Registration Number:	4214259	CUMBERLAND FARMS FARMHOUSE BLEND COFFEE	
Registration Number:	4517056	CUMBERLAND FARMS FARMHOUSE CREAMERY	
Registration Number:	3861510	CUMBERLAND FARMS	
Registration Number:	5625693	CUMBERLAND FARMS FARMHOUSE SELECT	
Registration Number:	5567303	CUMBERLAND FARMS HARVEST	
Registration Number:	5325880	CUMBERLAND FARMS HARVEST	
Registration Number:	5577002	CUMBERLAND FARMS HARVEST	

CH \$765.00 5822587

Property Type	Number	Word Mark
Registration Number:	4548938	CUMBERLAND FARMS SMARTPAY
Registration Number:	4580557	CUMBERLAND FARMS SMARTPAY
Registration Number:	4419658	CUMBERLAND FARMS SMARTPAY CHECK-LINK
Registration Number:	4788262	CUMBERLAND FARMS SPARKLING SNÔ
Registration Number:	5636098	CUMBERLAND FARMS SWEET TREAT CANDY
Registration Number:	2917724	CUMBY'S CHILL ZONE
Serial Number:	88742368	CUMBY'S
Registration Number:	4356893	CUMBERLAND FARMS ULTIMATE SCOOP
Registration Number:	4316592	CUMBERLAND FARMS ULTIMATE SCOOP
Registration Number:	5219386	HYPERFREEZE
Registration Number:	4704608	SMARTPAY CHECK-LINK BUSINESS
Registration Number:	3782242	

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	01/17/2020

Total Attachments: 7
source=1-17-2020 Cumberland 2-TM#page1.tif
source=1-17-2020 Cumberland 2-TM#page2.tif
source=1-17-2020 Cumberland 2-TM#page3.tif
source=1-17-2020 Cumberland 2-TM#page4.tif
source=1-17-2020 Cumberland 2-TM#page5.tif
source=1-17-2020 Cumberland 2-TM#page6.tif
source=1-17-2020 Cumberland 2-TM#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

January 16, 2020

WHEREAS, Cumberland Farms, Inc., a Delaware corporation (herein referred to as the “Grantor”) owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, reference is made to (i) the Senior Facilities Agreement, dated February 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Senior Facilities Agreement”) by and among, inter alios, EG Group Limited, a private limited liability company incorporated under the laws of England and Wales, registered at Companies House with company number 09826582 and having its registered address at Euro House, Beehive Trading Park, Haslingden Road, Blackburn, Lancashire BB1 2EE, United Kingdom (the “Parent”), EG Finco Limited (the “Company”), the lenders party thereto, Barclays Bank plc, as agent and as security agent (in such capacity, the “Financing Security Agent” which expression shall include its successors, assigns and transferees); and (ii) the Second Lien Facilities Agreement, dated April 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Facilities Agreement” and together with the Senior Facilities Agreement, collectively the “Facilities Agreements”) by and among, inter alios, the Parent, the Company, EG America, the lenders party thereto, Barclays Bank plc, as agent and the Financing Security Agent.

WHEREAS, reference is made to the Purchase Agreement dated October 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), among, inter alios, EG Global Finance plc, a public limited liability company incorporated under the laws of England and Wales (the “Issuer”), the Grantors and each other entity guaranteeing the Notes (as defined therein) on a senior secured basis (collectively, the “Guarantors”) and the initial purchasers named therein (the “Initial Purchasers”);

WHEREAS, reference is made to the Intercreditor Agreement, dated February 6, 2018 (as amended, restated, amended and supplemented or otherwise modified from time to time the “Intercreditor Agreement”), by and among, inter alios, the Parent, the financial institutions and lenders from time to time party thereto and the Agents (defined below);

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of April 6, 2018 (as amended, supplemented or otherwise modified from time to time, the “Financing Security Agreement”) entered into between, among others, the Grantor and the Financing Security Agent, and (ii) a Pledge and Security Agreement dated as of May 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Bond Security Agreement” and together with the Financing Security Agreement, the “Security Agreements” and each a “Security Agreement”), entered into between, among others, the Grantor and Barclays Bank PLC, as Agent (the “Bond Security Agent”, which expression shall include its successors, assigns and transferees, and together with the Financing Security Agent, the “Agents” and each an

“Agent”), the Grantor has secured the Secured Obligations (as defined in the Security Agreements) by granting to each Agent as security agent for the Secured Parties (as defined in the applicable Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to each Agent, to secure the Secured Obligations under the applicable Security Agreement, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Copyright, Patent or Trademark (as defined in each Security Agreement) owned by the Grantor, including, without limitation, each Copyright, Patent or Trademark referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Copyright, Patent or Trademark owned by the Grantor (including, without limitation, any Copyright, Patent or Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing.

The foregoing security interests are granted in conjunction with the security interests granted by the Grantor to the Financing Security Agent and the Bond Security Agent pursuant to the applicable Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Financing Security Agent and of the Bond Security Agent with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the applicable Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

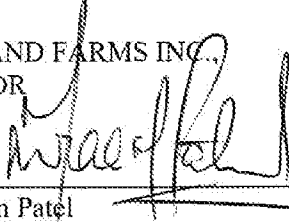
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreements, the applicable Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date hereof

CUMBERLAND FARMS INC.,
AS GRANTOR

By: 
Name: Imraan Patel
Title: Authorized Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT]

Acknowledged:

BARCLAYS BANK PLC,
as Financing Security Agent

By:

Name:

Title: *VP*

[Signature]
LISA MARCONDA

BARCLAYS BANK PLC,
as Bond Security Agent

By:

Name:

Title:

[Signature]
Filippo Crosara
Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 006840 FRAME: 0445

SCHEDULE 1
TRADEMARKS

Mark	Registration/ Application No.	Registration/ Application Date
AUTOSPA & Design	5,822,587	7-30-2019
CUMBERLAND FARMS	2,886,313	9-21-2004
CUMBERLAND FARMS	1,261,294	12-13-1983
CUMBERLAND FARMS CHILL ZONE	4,786,976	8-4-2015
CUMBERLAND FARMS DINER SIDE SNACKS (Class 29 – potato based snack foods, vegetable based snack foods, onion rings Class 30 – corn based snack foods, cheese curls)	5,347,947	11-28-2017
CUMBERLAND FARMS & Tree Logo	1,285,634	7-10-1984
CUMBERLAND FARMS Stylized (New Cup Logo)	4,928,428	3-29-2016
CUMBERLAND FARMS FARMHOUSE (Class 30 – pretzels, popcorn)	5,812,720	7-23-2019
CUMBERLAND FARMS FARMHOUSE (Class 29 – trail mix, potato chips Class 30 – chocolates, candy)	4,653,970	12-9-2014
CUMBERLAND FARMS FARMHOUSE BAKERY	4,207,177	9-11-2012
CUMBERLAND FARMS FARMHOUSE BAKERY ULTIMATE WHOOPIE COOKIE	4,443,029	12-3-2013
CUMBERLAND FARMS FARMHOUSE BLEND COFFEE	4,214,259	9-25-2012
CUMBERLAND FARMS FARMHOUSE CREAMERY	4,517,056	4-22-2014
CUMBERLAND FARMS Logo (new)	3,861,510	10-12-2010
CUMBERLAND FARMS FARMHOUSE SELECT	5,625,693	12-11-2018
CUMBERLAND FARMS HARVEST (Class 29 – fruit-based snack foods Class 30 – popcorn)	5,567,303	9-18-2018
CUMBERLAND FARMS HARVEST (Class 29 – Vegetable-based snack foods, veggie chips, veggie sticks)	5,325,880	10-31-2017

Mark	Registration/ Application No.	Registration/ Application Date
CUMBERLAND FARMS HARVEST (Class 29 – yogurt)	5,577,002	10-2-2018
CUMBERLAND FARMS SMARTPAY (Class 36 – debit card)	4,548,938	6-10-2014
CUMBERLAND FARMS SMARTPAY (Class 36 – mobile device)	4,580,557	8-5-2014
CUMBERLAND FARMS SMARTPAY CHECK- LINK	4,419,658	10-15-2013
CUMBERLAND FARMS SPARKLING SNÔ	4,788,262	8-11-2015
CUMBERLAND FARMS SWEET TREAT CANDY	5,636,098	12-25-2018
CUMBY'S CHILL ZONE	2,917,724	1-11-2005
CUMBY'S	Pending 88,74368	12-30-2019
CUMBERLAND FARMS ULTIMATE SCOOP (design mark)	4,356,893	6-25-2013
CUMBERLAND FARMS ULTIMATE SCOOP (words only)	4,316,592	4-9-2013
HYPERFREEZE	5,219,386	6-6-2017
SMARTPAY CHECK-LINK BUSINESS	4,704,608	3-17-2015
TREE LOGO (Leaf device in Circle) new	3,782,242	4-27-2010