

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM562742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitchen Cooked, Inc.		02/18/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5174537	KITCHEN COOKED	
Registration Number:	3444896	KITCHEN COOKED	
Registration Number:	2957169	KITCHEN COOKED	
Registration Number:	1063447	KITCHEN COOKED	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00110		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	02/19/2020		
Total Attachments: 6			

CH \$115.00 5174537

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FIRST LIEN SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS

SUPPLEMENT NO. 1 (this “Supplement”) dated as of February 18, 2020, to the First Lien Security Agreement dated as of October 21, 2019 (the “Closing Date”) by and 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 WILMINGTON TRUST, NATIONAL ASSOCIATION (“Wilmington”), in its capacity as the collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain Indenture dated as of October 21, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Indenture”), by and among UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the “Issuer”), the Parents, Wilmington, in its capacity as the trustee (in such capacity, and together with its successors and permitted assigns, the “Trustee”), the Collateral Agent, and the other parties party thereto.

B. Reference is made to that certain Note Purchase Agreement, dated as of October 21, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) among the Issuer, the Parents, the GS Initial Purchasers and the other parties party thereto.

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture, the Note Purchase Agreement and the Security Agreement referred to therein, as applicable.

D. In connection with the Indenture, the Issuer, the Parents and the other Grantors have entered into the Security Agreement in order to induce the Purchasers to purchase the Initial Notes. Section 5.14 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 Indenture to become a Grantor under the Security 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 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 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 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 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.

SECTION 13. The Collateral Agent makes no representation as to the validity or sufficiency of this Supplement.

[Remainder of Page Intentionally Blank]

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

KITCHEN COOKED, INC.,
an Illinois corporation,
as a Grantor

By: 

Name: Dylan B. Lissette

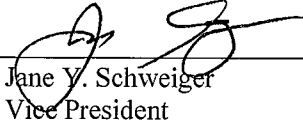
Title: Chief Executive Officer

Jurisdiction of Formation: Illinois
Address of Chief Executive Office:

900 High Street
Hanover, PA 17331

[Signature Page to Trademark Security Agreement Supplement No. 1]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Jane V. Schweiger
Title: Vice President


SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
FIRST LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Patents and Patent Applications

None.

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Kitchen Cooked, Inc.	 KITCHEN COOKED	5174537
Kitchen Cooked, Inc.	KITCHEN COOKED KITCHEN COOKED	3444896
Kitchen Cooked, Inc.	 KITCHEN COOKED	2957169
Kitchen Cooked, Inc.	KITCHEN COOKED	1063447

United States Copyright Registrations

None.

Exclusive Licenses to United States Copyright Registrations

None.