# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569312

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | Second Lein Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| FRESH FOODS CORPORATION OF AMERICA | | 03/27/2020 | Corporation: WASHINGTON |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | ING CAPITAL LLC |
| **Street Address:** | 1133 Avenue of the Americas |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10036 |
| **Entity Type:** | Limited Liability Company: DELAWARE |

**PROPERTY NUMBERS Total: 2**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 2007393 | CYRUS O'LEARY'S |
| **Registration Number:** | 5212941 | WE'VE GOT A PASSION FOR PIE |

**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.***

**Email:** laura.o'brien@hklaw.com
**Correspondent Name:** Holland & Knight LLP
**Address Line 1:** 10 St. James Ave.
**Address Line 2:** 11th Floor
**Address Line 4:** Boston, MASSACHUSETTS 02116

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 112235.00045 |
| **NAME OF SUBMITTER:** | Laura O'Brien |
| **SIGNATURE:** | /Laura O'Brien/ |
| **DATE SIGNED:** | 03/27/2020 |

**Total Attachments: 6**
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE PRIORITY OF THE LIENS AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JULY 30, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND ING CAPITAL LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT WITH RESPECT TO THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

# SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2020, is made by Fresh Foods Corporation of America, a Washington corporation ("Grantor"), in favor of ING Capital LLC ("ING"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 30, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, "Credit Agreement"), by and among Sara Lee Frozen Bakery, LLC, a Delaware limited liability company (the "Borrower"), KSLB Intermediate, LLC, a Delaware limited liability company ("Holdings"), the other Persons party thereto that are designated as a Credit Party, ING, as Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender"), and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of July 30, 2018, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, including after giving effect to that certain Joinder Agreement, dated as of the date hereof, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may

be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Second Lien Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FRESH FOODS CORPORATION OF AMERICA
as Grantor

By: _____
Name: Jeffrey Gronbeck
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (2L)]

ACCEPTED AND AGREED
as of the date first above written:

**ING CAPITAL LLC,**
as Agent

By: _____
Name: Lee Lem
Title: Director

By: _____
Name: Naresh Purohit
Title: Director

[Signature Page to Trademark Security Agreement (2L)]

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

| Trademark | Status | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|
| Cyrus O'Leary's | Registered | 2007393 | 10/15/1996 | Fresh Foods Corporation of America |
| WE'VE GOT A PASSION FOR PIE | Registered | 5212941 | 05/30/2017 | Fresh Foods Corporation of America |

2. U.S. TRADEMARK APPLICATIONS

None.