

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM574199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRILL, INC.		04/29/2020	Corporation: DELAWARE
CSM BAKERY SOLUTIONS LLC		04/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1300 THAMES STREET, 4TH FLOOR
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5763713	CHANTELLA
Registration Number:	5317225	COL-DIP
Registration Number:	5525111	DECOPRO
Registration Number:	5316480	FRUFFI
Registration Number:	5459377	HENRY & HENRY
Registration Number:	5525112	READY. SET. CREATE!
Registration Number:	5572256	SIMPLICIOUS
Registration Number:	5903710	SIMPLICIOUS
Registration Number:	4695966	STRUDLENIKS

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 2125584229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

OP \$240.00 5763713

Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER: RAFFAELE A. DEMARCO

SIGNATURE: /RAFFAELE A. DEMARCO/

DATE SIGNED: 04/29/2020

Total Attachments: 7

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**SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

This SECOND LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated April 29, 2020, is made by the persons listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of MORGAN STANLEY SENIOR FUNDING, INC., acting through one or more of its branches or any Affiliate thereof, as collateral trustee (in such capacity and any successor in such capacity, the “**Collateral Trustee**”) for the Secured Parties (as defined in the Second Lien Term Loan Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the respective meanings assigned thereto in the Second Lien Term Loan Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Second Lien Term Loan Credit Agreement, dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Term Loan Credit Agreement**”), with Holdings, Parent, the other Subsidiary Loan Parties party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Bank International, Ltd., as Supplemental Collateral Trustee, the Collateral Trustee and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders and the entry into Secured Hedge Agreements by the Hedge Banks and the Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Second Lien Term Loan Collateral Agreement, dated as of July 3, 2013, by and among the Grantors, the Administrative Agent and the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Term Loan Security Agreement**”); and

WHEREAS, under the terms of the Second Lien Term Loan Security Agreement, the Grantors have granted to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized by each such trademark and service mark; provided that no security interest shall be granted in any United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period for which, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable, or result in the cancellation of the applicable Grantor’s right, title or interest in any such intent-to-use application or any trademark or service mark that issues from or as a result of such intent-to-use application under applicable federal law or any goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation or other violation of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other applicable government officer or relevant governmental authority record this IP Security Agreement Supplement.

SECTION 4. Counterparts. This IP Security Agreement Supplement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement Supplement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually executed signature which has been converted into electronic form (such as scanned into “.pdf” format), or an electronic signature converted into another format, for transmission, delivery and/or retention.

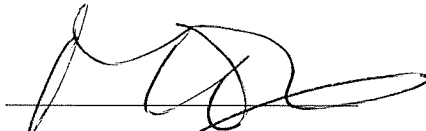
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Second Lien Term Loan Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Additional Collateral are more fully set forth in the Second Lien Term Loan Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[Signature pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BRILL, INC.
as Grantor

By: 
Name: Maarten Bok
Title: Senior Vice President – Chief
Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CSM BAKERY SOLUTIONS LLC
as Grantor

By: _____

A handwritten signature in black ink, appearing to be 'Maarten Bok', written over a horizontal line.

Name: Maarten Bok
Title: Senior Vice President – Chief
Financial Officer

Schedule A: Patents

Title	Patent No.	Issuance Date	App. No.	Filing Date	Owner
FITMENT COUPLER WITH CAP	9694945	2017-07-04	14/542109	2014-11-14	CSM Bakery Products NA Inc. (now known as Brill, Inc.)
HIGHLY STABLE AERATED OIL-IN-WATER EMULSION	N/A	N/A	16/323225	2017-08-03	Brill, Inc.
BASE EMULSION FOR THE PREPARATION OF ICINGS, FILLINGS AND TOPPINGS	N/A	N/A	16/323223	2017-08-03	Brill, Inc.
HIGHLY STABLE AERATED OIL-IN-WATER EMULSION	9756868	2017-09-12	14/616526	2015-02-06	Brill, Inc.

Schedule B: Trademarks

Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Owner
CHANTELLA	5763713	28-MAY-2019	86660208	12-JUN-2015	CSM Bakery Solutions LLC
COL-DIP	5317225	24-OCT-2017	87451065	16-MAY-2017	Brill, Inc.
DECOPRO	5525111	24-JUL-2018	86444681	04-NOV-2014	Brill, Inc.
FRUFFI	5316480	24-OCT-2017	87399486	05-APR-2017	Brill, Inc.
HENRY & HENRY	5459377	01-MAY-2018	86561192	11-MAR-2015	Brill, Inc.
READY. SET. CREATE!	5525112	24-JUL-2018	86444699	04-NOV-2014	Brill, Inc.
SIMPLICIOUS	5572256	25-SEP-2018	87978169	13-JUL-2017	Brill, Inc.
SIMPLICIOUS	5903710	05-NOV-2019	87526569	13-JUL-2017	Brill, Inc.
STRUDLENIKS	4695966	03-MAR-2015	86351687	29-JUL-2014	Brill, Inc.

Schedule C: Copyrights

None.