

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrel O'Fun Snack Foods Co., LLC		09/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5027864	ENGINE CO. 51	
Registration Number:	3178174	BEER CHIPS	
Registration Number:	3323634	BEER CHIPS	
Registration Number:	3196717	JONNY RAPP'S	
Registration Number:	4258898	SALVEO	
Registration Number:	4217184	UNO GRANDE	
Registration Number:	2719213	VIC'S CORN POPPER	
Registration Number:	1416256	VIC'S CORN POPPER	
Registration Number:	2719214	VIC'S CORN POPPER	
Registration Number:	3360320	DIGGINS CORN CHIPS	
Registration Number:	4795198	ENGINE CO. 51	
Registration Number:	1606539	KETTLE CREEK	
Registration Number:	1616927	KETTLE CREEK	
Registration Number:	3928442	KETTLE CREEK OUTFITTERS	
Registration Number:	3344102	MADE FROM THE HEART	
Registration Number:	4126643	TIO CARLITO'S	
Registration Number:	4481154	T.J. CRISP	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 5027864

Fax Number: 2138918763

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: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	058516-0061
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/07/2020

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2020 (the “**Trademark Security Agreement**”), is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the other Secured Parties. Reference is made to that certain Security Agreement, dated as of September 23, 2020, by and among Shearer’s Foods, LLC, an Ohio limited liability company (the “**Borrower**”), Brewster Foods, LLC, a Virginia limited liability company and the direct parent company of the Borrower (“**Holdings II**”), Chip Holdings, LLC, a Delaware limited liability company and the direct parent company of Holdings II (“**Holdings I**” and, together with Holdings II, “**Holdings**”) and each other Grantor, in favor of Owl Rock Capital Corporation, as collateral agent (in such capacity, together with its successor and permitted assigns, the “**Collateral Agent**”) for the Secured Parties (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, the other Grantors, the Lenders and Owl Rock Capital Corporation, as administrative agent and Collateral Agent, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Article X of the Credit Agreement, each Grantor (other than the Borrower) has provided a guaranty with respect to the Obligations;

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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.

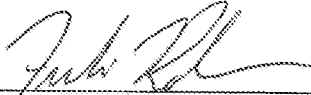
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreements shall govern and control.

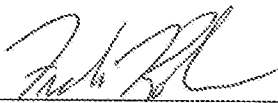
[SIGNATURE PAGE FOLLOWS]

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


SHEARER'S FOODS, LLC,
as a Grantor

By: 
Name: Fredric Kohmann
Title: Vice President, Chief Financial Officer and
Secretary

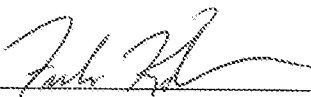
BARREL O'FUN SNACK FOODS CO., LLC,
as a Grantor

By: 
Name: Fredric Kohmann
Title: Vice President, Chief Financial Officer and
Secretary

SHEARER'S FOODS BURLINGTON, LLC,
as a Grantor

By: 
Name: Fredric Kohmann
Title: Vice President, Chief Financial Officer and
Secretary

SNACK ALLIANCE, INC.
as a Grantor

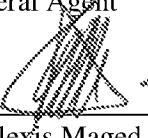
By: 
Name: Fredric Kohmann
Title: Vice President, Chief Financial Officer and
Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007072 FRAME: 0583

ACCEPTED AND AGREED
as of the date first above written:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: Alexis Maged
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]



TRADEMARK
REEL: 007072 FRAME: 0584


SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

	Registration No. (Appl. No.)	Mark	Country	(Application) / Registration Date	Status	Owner
1.	5027864	ENGINE CO. 51	United States of America	Aug 23, 2016	Registered	Barrel O'Fun Snack Foods Co., LLC
2.	3178174	BEER CHIPS	United States of America	Nov 28, 2006	Registered	Barrel O'Fun Snack Foods Co., LLC
3.	3323634	BEER CHIPS & Design	United States of America	Oct 30, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
4.	TMA752956	BEER CHIPS & Design	Canada	Nov 12, 2009	Registered	Barrel O'Fun Snack Foods Co. LLC
5.	3465817	CACTUS JOE	United States of America	Jul 15, 2008	Registered	Shearer's Foods, LLC
6.	4190973	CUPZ	United States of America	Aug 14, 2012	Registered	Shearer's Foods, LLC
7.	1582820	DELICIOUS	United States of America	Feb 13, 1990	Registered	Shearer's Foods, LLC
8.	TMA398138	DELICIOUS	Canada	May 15, 1992	Registered	Shearer's Foods Burlington, LLC
9.	4003851	DELICIOUS BAKERY & Design	United States of America	Jul 26, 2011	Registered	Shearer's Foods, LLC
10.	4053155	HOMEKIST	United States of America	Nov 8, 2011	Registered	Shearer's Foods, LLC
11.	4068738	HOMEKIST	United States of America	Dec 6, 2011	Registered	Shearer's Foods, LLC
12.	1448717	HOMEKIST	Mexico	Apr 23, 2014	Registered	Shearer's Foods Burlington, LLC

	Registration No. (Appl. No.)	Mark	Country	(Application) / Registration Date	Status	Owner
13.	4162252	HOMEKIST & Design	United States of America	Jun 19, 2012	Registered	Shearer's Foods, LLC
14.	3196717	JONNY RAPP	United States of America	Jan 9, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
15.	1522017	MEDALLION	United States of America	Jan 24, 1989	Registered	Shearer's Foods, LLC
16.	2558191	MEDALLION	United States of America	Apr 9, 2002	Registered	Shearer's Foods, LLC
17.	4258898	SALVEO	United States of America	Dec 11, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
18.	2202051	SHEARER PERFECTION IN EVERY BAG	United States of America	Nov 3, 1998	Registered	Shearer's Foods, LLC
19.	3663392	SHEARER'S	United States of America	Aug 4, 2009	Registered	Shearer's Foods, LLC
20.	TMA819575	SHEARER'S	Canada	Mar 9, 2012	Registered	Shearer's Foods, LLC
21.	2999837	SHEARER'S (Stylized) 	United States of America	Sep 27, 2005	Registered	Shearer's Foods, LLC
22.	3119618	SHEARER'S (Stylized) 	United States of America	Jul 25, 2006	Registered	Shearer's Foods, LLC
23.	5110273	SHEARER'S SNACKS & Design	United States of America	Dec 27, 2016	Registered	Shearer's Foods, LLC
24.	4200198	THIN & CRISPY	United States of America	Aug 28, 2012	Registered	Shearer's Foods, LLC
25.	937991	THIN & CRISPY PAPITAS & Design	Mexico	Jun 9, 2006	Registered	Snack Alliance, Inc.
26.	2501593	THIN & CRISPY POTATO CHIPS & Design	United States of America	Oct 30, 2001	Registered	Snack Alliance, Inc.

	Registration No. (Appl. No.)	Mark	Country	(Application) / Registration Date	Status	Owner
						
27.	4217184	UNO GRANDE	United States of America	Oct 2, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
28.	2719213	VIC'S CORN POPPER	United States of America	May 27, 2003	Registered	Barrel O'Fun Snack Foods Co., LLC
29.	1416256	VIC'S CORN POPPER & Design	United States of America	Nov 4, 1986	Registered	Barrel O'Fun Snack Foods Co., LLC
30.	2719214	VIC'S CORN POPPER & Design	United States of America	May 27, 2003	Registered	Barrel O'Fun Snack Foods Co., LLC
31.	2292846	VISTA (Stylized & Design)	United States of America	Nov 16, 1999	Registered	Shearer's Foods, LLC
32.	TMA975221	VISTA (Stylized) & Design	Canada	Jul 7, 2017	Registered	Shearer's Foods Burlington, LLC
33.	3360320	DIGGINS CORN CHIPS	United States of America	Dec 25, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
34.	4795198	ENGINE CO. 51	United States of America	Aug 18, 2015	Registered	Barrel O'Fun Snack Foods Co., LLC
35.	1606539	KETTLE CREEK	United States of America	Jul 17, 1990	Registered	Barrel O'Fun Snack Foods Co., LLC
36.	1616927	KETTLE CREEK	United States of America	Oct 9, 1990	Registered	Barrel O'Fun Snack Foods Co., LLC
37.	3928442	KETTLE CREEK OUTFITTERS	United States of America	Mar 8, 2011	Registered	Barrel O'Fun Snack Foods Co., LLC
38.	3344102	MADE FROM THE HEART	United States of America	Nov 27, 2007	Registered	Barrel O'Fun Snack Foods Co., LLC
39.	4126643	TIO CARLITO'S	United States of America	Apr 10, 2012	Registered	Barrel O'Fun Snack Foods Co., LLC
40.	4481154	T.J. CRISP	United States of America	Feb 11, 2014	Cancelled	Barrel O'Fun Snack Foods Co., LLC

	Registration No. (Appl. No.)	Mark	Country	(Application) / Registration Date	Status	Owner
41.	3897375	DIPSTERS	United States of America	Dec 28, 2010	Registered	Shearer's Foods, LLC
42.	2337901	HOMEKIST – OLD FASHIONED BAKED GOODNESS And Design	United States of America	Apr 4, 2000	Registered	Shearer's Foods, LLC
43.	4597461	LET'S GRAB A BITE TOGETHER & CATCH UP	United States of America	Sep 2, 2014	Registered	Shearer's Foods, LLC
44.	892552	MORNING COFFEE	United States of America	Jun 9, 1970	Registered	Shearer's Foods, LLC
45.	1772504	SNACK \$ SAVER	United States of America	May 18, 1993	Registered	Shearer's Foods, LLC

2. TRADEMARK APPLICATIONS

None.