

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truco Enterprises, LP		12/14/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	Gateway Village - 900 Building		
Internal Address:	NC1-026-06, 900 W Trade St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3171803	CACTUS CREEK	
Registration Number:	4689537	CACTUS CREEK	
Registration Number:	2934333	CACTUS CREEK	
Registration Number:	4979755	CAFÉ STYLE	
Registration Number:	4979918	CAFÉ STYLE	
Registration Number:	4979919	CAFÉ STYLE	
Registration Number:	4979347	CANTINA SALSA	
Registration Number:	4566507	CANTINA THINS	
Registration Number:	3281941	CELEBRATE WITH QUALITY	
Registration Number:	5277353		
Registration Number:	4937156		
Registration Number:	5114643		
Registration Number:	4967336	FIESTA DIPPIN' CHIPS	
Registration Number:	5042090	GOOD TASTE IS WORTH SHARING	
Registration Number:	5717974	SOLSTICE	
Registration Number:	5676664	SOLSTICE	
Registration Number:	4867247	T	
Registration Number:	4484452	T	
TRADEMARK			

OP \$540.00 3171803

Property Type	Number	Word Mark
Registration Number:	4693630	THIN CHIP DIP
Registration Number:	5292994	TRES MADRES
Registration Number:	5590814	TRUCO ENTERPRISES, LP

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1307566
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	12/23/2020

Total Attachments: 6

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- source=Utz - Truco Joinder - 1L - Trademark Security Agreement (Dec-14-20)_(72998391_1)#page3.tif
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SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS

SUPPLEMENT NO. 4 (this “Supplement”) dated as of December 14, 2020, to the First Lien Security Agreement dated as of November 21, 2017 (the “Closing Date”) 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 BANK OF AMERICA, N.A. (“Bank of America”), as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain First Lien Credit Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the “Borrower”), Parents, Bank of America, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and as First Lien Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Parents and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 6.14 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 Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans from time to time under the terms of the Credit Agreement.

Accordingly, the First Lien 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 First Lien 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 First Lien

Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the First Lien 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 First Lien 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 First Lien 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 First Lien 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 7. 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 First Lien Collateral Agent with respect to the First Lien 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 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. 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 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 13. Reimbursement of the First Lien Collateral Agent’s expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

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

TRUCO ENTERPRISES, LP,
a Delaware limited partnership,
as the New Grantor

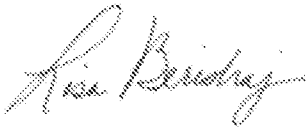
By: Truco GP, Inc.
Its: General Partner

By: 
Name: Dylan B. Lissette
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

BANK OF AMERICA, N.A.,

as Collateral Agent

A handwritten signature in cursive script, appearing to read "Lisa Berishaj".

By: _____

Name: Lisa Berishaj

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007144 FRAME: 0697

SCHEDULE I
TO SUPPLEMENT NO. 4 TO THE
FIRST LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
CACTUS CREEK	Registered	76/277441	25-Jun-2001	3171803	14-Nov-2006	Truco Enterprises, LP
CACTUS CREEK and Design	Registered	86/089070	11-Oct-2013	4689537	17-Feb-2015	Truco Enterprises, LP
CACTUS CREEK and Design	Registered	76/516836	01-May-2003	2934333	22-Mar-2005	Truco Enterprises, LP
CAFÉ STYLE	Registered	86/673463	24-Jun-2015	4979755	14-Jun-2016	Truco Enterprises, LP
CAFÉ STYLE and Design (Black and White)	Registered	86/730370	19-Aug-2015	4979918	14-Jun-2016	Truco Enterprises, LP
CAFÉ STYLE and Design (Color)	Registered	86/730396	19-Aug-2015	4979919	14-Jun-2016	Truco Enterprises, LP
CANTINA SALSA	Registered	86/573663	23-Mar-2015	4979347	14-Jun-2016	Truco Enterprises, LP
CANTINA THINS	Registered	85/930930	13-May-2013	4566507	15-Jul-2014	Truco Enterprises, LP
CELEBRATE WITH QUALITY	Registered	77/036685	03-Nov-2006	3281941	21-Aug-2007	Truco Enterprises, LP
Diamond Label Design (Black and White)	Registered	86/962430	03-Apr-2016	5277353	29-Aug-2017	Truco Enterprises, LP
Diamond Label Design (Black and White)	Registered	86/089077	11-Oct-2013	4937156	12-Apr-2016	Truco Enterprises, LP
Diamond Label Design (Color)	Registered	87/086588	28-Jun-2016	5114643	03-Jan-2017	Truco Enterprises, LP
FIESTA DIPPIN' CHIPS	Registered	86/572783	23-Mar-2015	4967336	31-May-2016	Truco Enterprises, LP
GOOD TASTE IS WORTH SHARING	Registered	86/572852	23-Mar-2015	5042090	13-Sep-2016	Truco Enterprises, LP
SOLSTICE	Registered	87/979976	08-Feb-2017	5717974	02-Apr-2019	Truco Enterprises, LP

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
SOLSTICE (Stylized)	Registered	87/896709	27-Apr-2018	5676664	12-Feb-2019	Truco Enterprises, LP
T Design	Registered	86/977242	16-Oct-2013	4867247	08-Dec-2015	Truco Enterprises, LP
T Design	Registered	85/969965	25-Jun-2013	4484452	18-Feb-2014	Truco Enterprises, LP
THIN CHIP DIP	Registered	86/272662	06-May-2014	4693630	24-Feb-2015	Truco Enterprises, LP
TRES MADRES	Registered	87/975640	30-Jun-2016	5292994	19-Sep-2017	Truco Enterprises, LP
TRUCO ENTERPRISES LP	Registered	87/138322	15-Aug-2016	5590814	23-Oct-2018	Truco Enterprises, LP