

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milton's Baking Company, LLC		02/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners III, L.P., as Agent		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2634991	MILTON'S DELICATESSEN RESTAURANT	
Registration Number:	2634992	MILTON'S QUALITY BAKED GOODS	
Registration Number:	2264032	MILTON'S DELICATESSEN GRILL BAKERY	
Registration Number:	6160198	AN EXCELLENT SOURCE OF JOY	
Registration Number:	6019029	MILTON'S CRAFT BAKERS	
Registration Number:	6062686	MILTON'S CRAFT BAKERS THIN & CRISPY CAUL	
Registration Number:	6171556	CHEESY CHEDDARS	
Registration Number:	5651269	UNCLE MILT'S	
Registration Number:	5716652	SHARE THE JOY OF EATING WELL!	
Registration Number:	5039472	MILTON'S CRAFT BAKERS, GLUTEN FREE, BAKE	
Registration Number:	5251640	CHIPS REINVENTED...BURSTING WITH FLAVOR	
Registration Number:	5256739	MILTON'S MOMENTS	
Registration Number:	4933223	AMAZING MILTON'S MOMENTS	
Registration Number:	4989209	DELICIOUS YOU CAN FEEL GOOD ABOUT!	
Registration Number:	4757390	EAT WELL. BE FREE.	
Registration Number:	4791503	MILTON'S CRAFT BAKERS GLUTEN FREE	
CORRESPONDENCE DATA			
Fax Number:	4044435599		

OP \$415.00 2634991

TRADEMARK

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: 4044435626
Email: tlockley@mcguirewoods.com
Correspondent Name: Tequira Lockley - Paralegal
Address Line 1: 1230 Peachtree Street, N.E., Suite 2100
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Tequira Lockley
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	02/11/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 11, 2021 (the “**Effective Date**”) by MILTON’S BAKING COMPANY, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of BALANCE POINT CAPITAL PARTNERS III, L.P. for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of February 11, 2021 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among Milton’s Fine Foods, Inc., a Delaware corporation (the “**Borrower**”), Milton’s Holding Corporation, a Delaware corporation (“**Holdings**”), the Grantor and the other Guarantors party thereto, and the Agent and that certain Senior Subordinated Credit Agreement, dated as of February 11, 2021 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Grantor and the other Guarantors party thereto, the Lenders, and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1

(collectively, “**Trademark(s)**”), (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

3. Recordation. The Grantor authorizes and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.


6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

MILTON'S BAKING COMPANY, LLC,
a Delaware limited liability company

By: 

Name: John Reaves

Title: Chief Executive Officer & Chief Financial
Officer

**BALANCE POINT CAPITAL PARTNERS III,
L.P., as Agent**

By: Balance Point Capital Managers III, LLC





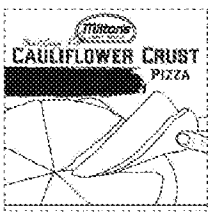
Its: General Partner

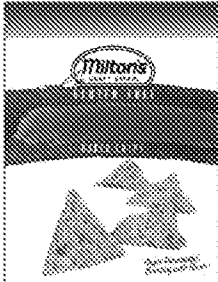

By: 


Name: Seth W. Alvord

Its: Managing Member

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
 <p>MILTON'S DELICATESSEN RESTAURANT</p>	76346962	12/11/2001	2634991	10/15/2002	Renewed (Registered)	Milton's Baking Company, LLC
 <p>MILTON'S QUALITY BAKED GOODS</p>	76346964	12/11/2001	2634992	10/15/2002	Renewed (Registered)	Milton's Baking Company, LLC
 <p>MILTON'S DELICATESSEN GRILL BAKERY</p>	75308064	6/12/1997	2264032	7/27/1999	Renewed (Registered)	Milton's Baking Company, LLC
AN EXCELLENT SOURCE OF JOY	88769511	1/22/2020	6160198	9/22/2020	Registered	Milton's Baking Company, LLC
 <p>MILTON'S CRAFT BAKERS</p>	88655649	10/15/2019	6019029	3/24/2020	Registered	Milton's Baking Company, LLC
 <p>MILTON'S CRAFT BAKERS THIN & CRISPY CAULIFLOWER CRUST PIZZA</p>	88586156	8/20/2019	6062686	5/26/2020	Registered	Milton's Baking Company, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
Cheesy Cheddars CHEESY CHEDDARS	88451140	5/29/2019	6171556	10/6/2020	Registered Supplemental Register	Milton's Baking Company, LLC
UNCLE MILT'S	87778910	1/31/2018	5651269	1/8/2019	Registered	Milton's Baking Company, LLC
SHARE THE JOY OF EATING WELL!	87608483	9/14/2017	5716652	4/2/2019	Registered	Milton's Baking Company, LLC
 MILTON'S CRAFT BAKERS GLUTEN FREE BAKED CHIPS CHIPS REINVENTED...BURSTING WITH FLAVOR!	86822103	11/16/2015	5039472	9/13/2016	Registered	Milton's Baking Company, LLC
CHIPS REINVENTED...BURSTING WITH FLAVOR	86644616	5/28/2015	5251640	7/25/2017	Registered	Milton's Baking Company, LLC
 MILTON'S MOMENTS	86601881	4/17/2015	5256739	8/1/2017	Registered	Milton's Baking Company, LLC
AMAZING MILTON'S MOMENTS	86348712	7/25/2014	4933223	4/5/2016	Registered	Milton's Baking Company, LLC
DELICIOUS YOU CAN FEEL GOOD ABOUT!	86347579	7/24/2014	4989209	6/28/2016	Registered	Milton's Baking Company, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
EAT WELL. BE FREE.	86276021	5/8/2014	4757390	6/16/2015	Registered	Milton's Baking Company, LLC
 <p>MILTON'S CRAFT BAKERS GLUTEN FREE</p>	86242611	4/4/2014	4791503	8/11/2015	Registered	Milton's Baking Company, LLC