

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM634557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bay Valley Foods, LLC		03/25/2021	Limited Liability Company: DELAWARE
Protenergy Natural Foods, Inc.		03/25/2021	Corporation: DELAWARE
TreeHouse Private Brands, Inc.		03/25/2021	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	555 California Street
Internal Address:	4th Floor, Mail Code: CA5-705-04-09
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5970981	HAPPY HOUR
Registration Number:	6160332	POST GAME
Registration Number:	5051392	STEEP 18
Registration Number:	6241865	PB&J PUFFS
Registration Number:	3027869	JAKE BAKED
Registration Number:	2955108	SHULTZ
Serial Number:	88479828	CULINARY TREASURES
Serial Number:	90037501	CULINARY TREASURES
Serial Number:	90018877	ME & JOE
Serial Number:	90589236	ME & JOE
Serial Number:	88008458	PASTA. THE WAY IT SHOULD BE.
Serial Number:	90069784	
Serial Number:	88429950	SEASONS INDULGENCE
Serial Number:	88380301	VITASPLASH
Serial Number:	90329508	CULINARY TREASURES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88828442	BAKER'S HARVEST
Registration Number:	4796897	ADD FLAVOR, NOT WATER

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	401180/507
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	03/25/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2021 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, this “**Trademark Security Agreement**”) is made by Bay Valley Foods, LLC, a Delaware limited liability company, Protenergy Natural Foods, Inc., a Delaware corporation, and TreeHouse Private Brands, Inc., a Missouri corporation (collectively, the “**Grantors**”) in favor of Bank of America, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Article IX of the Credit Agreement or otherwise, the “**Administrative Agent**”) for the ratable benefit of the Secured Parties.

WHEREAS, the Grantors own the Trademark Collateral (as defined below);

WHEREAS, TreeHouse Foods, Inc., as the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to that certain Second Amended and Restated Credit Agreement, dated as of December 1, 2017 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Security Agreement dated as of June 11, 2018 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Security Agreement**”) to, among other things, secure the Secured Obligations of the Grantors under the Loan Documents; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. As used herein “**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, Internet domain names, fictitious business names, trade dress, trade styles, service marks, certification marks, slogans, logos and other source or business identifiers and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or any other country or any political subdivision thereof, including any thereof referred to in Schedule 1 attached hereto, (b) all renewals thereof, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages or payments for past, present, or future infringements, misappropriations, or other violations of any of the foregoing, (d) the right to sue or otherwise recover for past, present, or future infringements, misappropriations, or other

violations of any of the foregoing, and (e) all rights corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, any and all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks, including those referred to on Schedule 1 hereto (all of the foregoing items or types of property being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding anything to the contrary contained herein, the security interests granted under this Trademark Security Agreement shall not extend to any Trademark application filed in the USPTO on the basis of the applicant's intent-to-use such Trademark, unless and until evidence of use of the Trademark has been filed with, and accepted by, the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of, among other things, recording the grant of security interest herein with the USPTO. The Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Administrative Agent pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising under or relating to this Trademark Security Agreement shall be governed by, and construed in accordance with, the Law of the State of New York.

[Signature Page Follows]

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


BAY VALLEY FOODS, LLC

By: 

Name: Michael Kim

Title: Treasurer


PROTENERGY NATURAL FOODS, INC.

By: 

Name: Michael Kim

Title: Treasurer

TREEHOUSE PRIVATE BRANDS, INC.

By: 

Name: Michael Kim

Title: Treasurer

[Signature Page to Trademark Security Agreement]

Acknowledged:

**BANK OF AMERICA, N.A., as Administrative
Agent**

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry", written in dark ink on a light background.

By: _____

Name: Bridgett J. Manduk Mowry

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007233 FRAME: 0279**

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Trademark Registrations and Applications

BAY VALLEY FOODS, LLC MARKS

Trademark	Country	Owner	Reg. No. Reg Date
CULINARY TREASURES	USA	Bay Valley Foods, LLC	Appl. Ser. No. 88479828 Filed 6/19/2019
CULINARY TREASURES	USA	Bay Valley Foods, LLC	Appl. Ser. No. 90037501 Filed 7/6/2020
HAPPY HOUR	USA	Bay Valley Foods, LLC	5970981 1/28/2020
ME & JOE	USA	Bay Valley Foods, LLC	Appl. Ser. No. 90018877 Filed 6/24/2020
ME & JOE & Design	USA	Bay Valley Foods, LLC	Appl. Ser. No. 90589236 Filed 3/19/2021
PASTA. THE WAY IT SHOULD BE.	USA	Bay Valley Foods, LLC	Appl. Ser. No. 88008458 Filed 6/18/2018
POST GAME	USA	Bay Valley Foods, LLC	6160332 9/22/2020
Sea Turtle Design	USA	Bay Valley Foods, LLC	Appl. Ser. No. 90069784 Filed 7/23/2020
SEASONS INDULGENCE	USA	Bay Valley Foods, LLC	Appl. Ser. No. 88429950 Filed 5/14/2019
VITASPLASH	USA	Bay Valley Foods, LLC	Appl. Ser. No. 88380301 4/10/2019
CULINARY TREASURES	USA	Bay Valley Foods, LLC	Appl. Ser. No. 90329508 11/19/2020
ME & JOE Logo	USA	Bay Valley Foods, LLC	Appl. Ser. No. 90589236 Filed 3/19/2021

PROTENERGY NATURAL FOODS, INC. MARKS

Trademark	Country	Owner	Reg. No. Reg Date
ADD FLAVOR, NOT WATER	USA	Protenergy Natural Foods, Inc.	4796897 8/18/2015
STEEP 18	USA	Protenergy Natural Foods, Inc.	5051392 9/27/2016

TREEHOUSE PRIVATE BRANDS, INC. MARKS

Trademark	Country	Owner	Reg. No. Reg Date
BAKER'S HARVEST	USA	TreeHouse Private Brands, Inc.	Appl. Ser. No. 88828442 Filed 3/10/2020
PB&J PUFFS	USA	TreeHouse Private Brands, Inc.	6241865 1/5/2021
JAKE BAKED	USA	TreeHouse Private Brands, Inc.	3027869 12/13/2005
SHULTZ	USA	TreeHouse Private Brands, Inc.	2955108 5/24/2005