

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JTM Foods, LLC		05/14/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audax Private Debt LLC		
<b>Street Address:</b>	101 Huntington Avenue, 25th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1887335	JJ'S	
<b>Registration Number:</b>	5346806	JJ'S BAKERY DUOS	
<b>Registration Number:</b>	4594352	TID-BITS MINI SNACK PIES	
<b>Registration Number:</b>	4449090	JJ'S BAKERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>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.</i>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	05/14/2021		
<b>Total Attachments: 6</b>			

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS CREATED BY THIS TRADEMARK SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 14, 2021, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN VARAGON CAPITAL PARTNERS AGENT, LLC, AS FIRST LIEN AGENT, AND AUDAX PRIVATE DEBT LLC, AS SECOND LIEN COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2021, is made by JTM Foods LLC, a Pennsylvania limited liability company ("Grantor"), in favor of AUDAX PRIVATE DEBT LLC ("Audax"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for itself and the Holders.

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of May 14, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among JTM Corp., a Delaware corporation ("Holdings"), Grantor, as the Administrative Issuer, the other Note Parties party thereto from time to time, the Holders from time to time party thereto and Audax, as Collateral Agent for the Holders, the Holders have severally agreed to make extensions of credit to the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to that certain Second Lien Guarantee and Collateral Agreement of even date herewith in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Holders and Collateral Agent to enter into the Note Purchase Agreement and to induce the Holders to make their respective extensions of credit to the Issuers thereunder, Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.
2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Holders, and grants to Collateral Agent for the benefit of the Holders 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 and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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.
3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guarantee and Collateral Agreement, the Trademark Collateral shall not include any Excluded Property.
4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 Trademark Licenses subject to a security interest hereunder.
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.
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.

[SIGNATURE PAGES FOLLOW]

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.

**JTM FOODS LLC**, a Pennsylvania limited liability company, as Grantor

By:  \_\_\_\_\_

Name: Gabriel Wood

Title: Authorized Representative

Trademark Security Agreement

**TRADEMARK**  
**REEL: 007293 FRAME: 0871**

ACCEPTED AND AGREED  
as of the date first above written:

AUDAX PRIVATE DEBT LLC,  
as Collateral Agent

By:     *BL*      
Name: Blake Loweth  
Title: Authorized Person

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
JJ'S	74449482	10/22/93	1887335	4/4/95
JJ'S BAKERY DUOS	86803875	10/29/15	5346806	11/28/17
TID-BITS MINI SNACK PIES	86065371	9/16/13	4594352	8/26/14
JJ'S BAKERY	85834319	1/28/13	4449090	12/10/13

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.