

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sovos Brands Intermediate, Inc.		06/08/2021	Corporation: DELAWARE
Bottom Line Food Processors, Inc.		06/08/2021	Corporation: DELAWARE
Rao's Specialty Foods, Inc.		06/08/2021	Corporation: NEW YORK
Noosa Yoghurt, LLC		06/08/2021	Limited Liability Company: COLORADO
Birch Benders, LLC		06/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as Administrative 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: 73

Property Type	Number	Word Mark
Registration Number:	5821841	RAO'S RAO'S
Registration Number:	6086427	NOOSA HILO
Registration Number:	5944994	DELICIOUS SPEAKS FOR ITSELF
Registration Number:	5683515	RAO'S HOMESTYLE SINCE 1896
Registration Number:	5747424	RAO'S HOMEMADE
Registration Number:	5747425	RAO'S
Registration Number:	5874730	RAO'S
Registration Number:	5857890	RAO'S
Registration Number:	5747421	RAO'S
Registration Number:	5874726	RAO'S
Registration Number:	5891690	RAO'S
Registration Number:	5747423	RAO'S
Registration Number:	5765432	RAO'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5532824	RASPBERRY NOOSA FINEST YOGHURT ALL NATUR
Registration Number:	5532825	STRAWBERRY RHUBARB NOOSA FINEST YOGHURTA
Registration Number:	5532826	TART CHERRY NOOSA FINEST YOGHURT ALL NAT
Registration Number:	5538234	COCONUT NOOSA FINEST YOGHURT ALL NATURAL
Registration Number:	5532827	HONEY NOOSA FINEST YOGHURT ALL NATURAL I
Registration Number:	5532828	PEACH NOOSA FINEST YOGHURT ALL NATURAL I
Registration Number:	5538235	BLUEBERRY NOOSA FINEST YOGHURT ALL NATUR
Registration Number:	5538236	STRAWBERRY RHUBARB NOOSA FINEST YOGHURTA
Registration Number:	5265963	THE WOMAN BEHIND THE SAUCE
Registration Number:	5272623	NOOSA MATES
Registration Number:	5807165	NOOSA
Registration Number:	5807164	NOOSA
Registration Number:	5449042	SWEET HEAT
Registration Number:	4835360	AUSSIE CULTURE COLORADO FRESH
Registration Number:	4835359	AUSSIE CULTURE * COLORADO FRESH
Registration Number:	4575155	RAO'S SPECIALTY FOODS, INC.
Registration Number:	4653514	MICHAEL ANGELO'S
Registration Number:	4301215	NOOSA
Registration Number:	4337646	NOOSA FINEST YOGHURT
Registration Number:	4352726	MICHAEL ANGELO'S
Registration Number:	4132021	RAO'S
Registration Number:	4162571	SMALL BATCH FROM SCRATCH
Registration Number:	4248245	UNCOMPROMISINGLY ITALIAN
Registration Number:	4082376	THE WAY WE'VE ALWAYS DONE IT
Registration Number:	3863034	RAO'S HOMEMADE SINCE 1896
Registration Number:	3576143	RAO'S
Registration Number:	3576144	RAO'S
Registration Number:	3296297	RAO'S
Registration Number:	3289527	RAO'S
Registration Number:	3288234	DINNER TO GO
Registration Number:	3418356	UNCLE GIUSEPPE'S
Registration Number:	3200707	
Registration Number:	3195920	
Registration Number:	3195921	
Registration Number:	2933302	RAO'S HOMEMADE
Registration Number:	2956659	MICHAEL ANGELO'S
Registration Number:	2819390	RAO'S HOMEMADE
Registration Number:	2826937	MICHAEL ANGELO'S

Property Type	Number	Word Mark
Registration Number:	2692831	MICHAEL ANGELO'S
Registration Number:	2725489	MICHAEL ANGELO'S MINI'S
Registration Number:	2519760	THE ART OF ITALIAN CUISINE
Registration Number:	2840596	BRINGING THE EXTRAORDINARY HOME
Registration Number:	2635671	RAO'S HOMEMADE SINCE 1896
Registration Number:	1990486	RAO'S HOMEMADE SINCE 1896
Registration Number:	1793249	RAO'S HOMEMADE IT'S THE SAUCE
Registration Number:	1673054	MICHAEL ANGELO'S
Registration Number:	1668677	MICHAEL ANGELO'S
Registration Number:	6323767	FILL YOUR DAYS WITH STACKS OF FUN
Registration Number:	6190824	A LA CUP
Registration Number:	6190825	BROWNIE A LA CUP
Registration Number:	6190826	CAKE A LA CUP
Registration Number:	6190827	COOKIE A LA CUP
Registration Number:	6190828	MUFFIN A LA CUP
Registration Number:	6190829	PANCAKE A LA CUP
Registration Number:	5933819	MAGIC SYRUP
Registration Number:	5762992	MICRO-PANCAKERY
Registration Number:	4605151	BIRCH BENDERS MICRO PANCAKERY
Registration Number:	4371760	BIRCH BENDERS
Serial Number:	90447026	NOOSA
Serial Number:	90363139	SOVOS BRANDS

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1349591 TM
NAME OF SUBMITTER:	Jai Malhotra
SIGNATURE:	/Jai Malhotra/
DATE SIGNED:	06/09/2021

Total Attachments: 13
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 8, 2021, (this "Agreement"), by Sovos Brands Intermediate, Inc., a Delaware corporation, Bottom Line Food Processors, Inc., a Delaware corporation, Rao's Specialty Foods, Inc., a New York corporation, Noosa Yoghurt, LLC, a Colorado limited liability company and Birch Benders, LLC, a Delaware limited liability company (each, a "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of June 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of June 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, Sovos Brands Holdings, Inc., a Delaware corporation, Sovos Brands Intermediate, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Owl Rock Capital Corporation, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

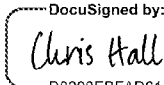
SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with , the laws of the State of New York.

SECTION 6. *Counterparts.* This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

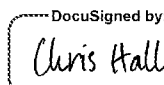
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

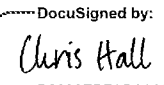
SOVOS BRANDS INTERMEDIATE, INC.

By: 
Name: Chris Hall
Title: Treasurer and Chief Financial Officer

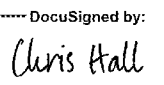
BOTTOM LINE FOOD PROCESSORS, INC.

By: 
Name: Chris Hall
Title: Treasurer and Chief Financial Officer

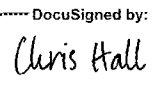
RAO'S SPECIALTY FOODS, INC.

By: 
Name: Chris Hall
Title: Treasurer and Chief Financial Officer

NOOSA YOGHURT, LLC


By: 
Name: Chris Hall
Title: Treasurer and Chief Financial Officer





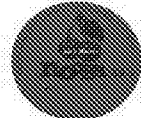

BIRCH BENDERS, LLC






By: 
Name: Chris Hall
Title: Treasurer and Chief Financial Officer

SCHEDULE I

TRADEMARKS




REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
RAO'S SPECIALTY FOODS, INC.	5821841	RAO'S RAO'S 
NOOSA YOGHURT, LLC	6086427	NOOSA HILO 
RAO'S SPECIALTY FOODS, INC.	5944994	DELICIOUS SPEAKS FOR ITSELF
RAO'S SPECIALTY FOODS, INC.	5683515	RAO'S HOMESTYLE SINCE 1 
RAO'S SPECIALTY FOODS, INC.	5747424	RAO'S HOMEMADE
RAO'S SPECIALTY FOODS, INC.	5747425	RAO'S
RAO'S SPECIALTY FOODS, INC.	5874730	RAO'S
RAO'S SPECIALTY FOODS, INC.	5857890	RAO'S 
RAO'S SPECIALTY FOODS, INC.	5747421	RAO'S 
RAO'S SPECIALTY FOODS, INC.	5874726	RAO'S 
RAO'S SPECIALTY FOODS, INC.	5891690	RAO'S 

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
RAO'S SPECIALTY FOODS, INC.	5747423	RAO'S 
RAO'S SPECIALTY FOODS, INC.	5765432	RAO'S 
NOOSA YOGHURT, LLC	5532824	RASPBERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER WITH RBGH* CULTURE* NOOSA FRESH 
NOOSA YOGHURT, LLC	5532825	STRAWBERRY RHUBARB NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER WITH RBGH* CULTURE* NOOSA FRESH 
NOOSA YOGHURT, LLC	5532826	TART CHERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER WITH RBGH* CULTURE* NOOSA FRESH 
NOOSA YOGHURT, LLC	5538234	COCONUT NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · ROBIOTIC · FROM HAPPY COWS NEVER WITH RBGH* CULTURE * NOOSA FRESH 

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
NOOSA YOGHURT, LLC	5532827	HONEY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER WITH RBGH* LACTIC ACID CULTURE* FRESH 
NOOSA YOGHURT, LLC	5532828	PEACH NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS. GLUTEN FREE. PROBIOTIC. FROM HAPPY COWS NEVER WITH RBGH* LACTIC ACID CULTURE* COLORADO FRESH 
NOOSA YOGHURT, LLC	5538235	BLUEBERRY NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER WITH RBGH* LACTIC ACID CULTURE * COLORADO FRESH 
NOOSA YOGHURT, LLC	5538236	STRAWBERRY RHUBARB NOOSA FINEST YOGHURT ALL NATURAL INGREDIENTS · GLUTEN FREE · PROBIOTIC · FROM HAPPY COWS NEVER WITH RBGH* LACTIC ACID CULTURE * COLORADO FRESH 
RAO'S SPECIALTY FOODS, INC.	5265963	THE WOMAN BEHIND THE SAUCE
NOOSA YOGHURT, LLC	5272623	NOOSA MATES
NOOSA YOGHURT, LLC	5807165	NOOSA
NOOSA YOGHURT, LLC	5807164	NOOSA 

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
NOOSA YOGHURT, LLC	5449042	SWEET HEAT
NOOSA YOGHURT, LLC	4835360	AUSSIE CULTURE () DO FRESH
NOOSA YOGHURT, LLC	4835359	AUSSIE CULTURE * COLORADO FRESH
RAO'S SPECIALTY FOODS, INC.	4575155	RAO'S SPECIALTY FOODS, INC.
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	4653514	MICHAEL ANGELO'S
NOOSA YOGHURT, LLC	4301215	NOOSA 
NOOSA YOGHURT, LLC	4337646	NOOSA FINEST YOGHURT
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	4352726	MICHAEL ANGELO'S
RAO'S SPECIALTY FOODS, INC.	4132021	RAO'S
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	4162571	SMALL BATCH FROM SCRATCH

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	4248245	UNCOMPROMISINGLY ITALIAN
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	4082376	THE WAY WE'VE ALWAYS DONE IT
RAO'S SPECIALTY FOODS, INC.	3863034	RAO'S HOMEMADE SINCE 1 
RAO'S SPECIALTY FOODS, INC.	3576143	RAO'S RAO'S
RAO'S SPECIALTY FOODS, INC.	3576144	RAO'S RAO'S
RAO'S SPECIALTY FOODS, INC.	3296297	RAO'S 
RAO'S SPECIALTY FOODS, INC.	3289527	RAO'S 
RAO'S SPECIALTY FOODS, INC.	3288234	DINNER TO GO
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	3418356	UNCLE GIUSEPPE'S <i>Uncle Giuseppe's</i>

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	3200707	Design Only 
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	3195920	Design Only 
BOTTOM LINE FOOD PROCESSORS, INC.	3195921	Design Only 
RAO'S SPECIALTY FOODS, INC.	2933302	RAO'S HOMEMADE
BOTTOM LINE FOOD PROCESSORS, INC.	2956659	MICHAEL ANGELO'S
RAO'S SPECIALTY FOODS, INC.	2819390	RAO'S HOMEMADE
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	2826937	MICHAEL ANGELO'S
BOTTOM LINE FOOD PROCESSORS, INC.	2692831	MICHAEL ANGELO'S
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	2725489	MICHAEL ANGELO'S MINI'S
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	2519760	THE ART OF ITALIAN CUISINE
RAOS' SPECIALTY FOODS, INC.	2840596	BRINGING THE EXTRAORDINARY HOME

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
RAO'S SPECIALTY FOODS INC.	2635671	RAO'S HOMEMADE SINCE 1896 
RAO'S SPECIALTY FOODS, INC.	1990486	RAO'S HOMEMADE SINCE 1896 
RAO'S SPECIALTY FOODS, INC.	1793249	RAO'S HOMEMADE IT'S THE SAUCE
BOTTOM LINE FOOD PROCESSORS, INC.	1673054	MICHAEL ANGELO'S
BOTTOM LINE FOOD PROCESSORS, INC. DBA Michael Angelo's Gourmet Foods, Inc.	1668677	MICHAEL ANGELO'S
BIRCH BENDERS, LLC	6323767	FILL YOUR DAYS WITH STACKS OF FUN
BIRCH BENDERS, LLC	6190824	A LA CUP
BIRCH BENDERS, LLC	6190825	BROWNIE A LA CUP
BIRCH BENDERS, LLC	6190826	CAKE A LA CUP
BIRCH BENDERS, LLC	6190827	COOKIE A LA CUP
BIRCH BENDERS, LLC	6190828	MUFFIN A LA CUP

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
BIRCH BENDERS, LLC	6190829	PANCAKE A LA CUP
BIRCH BENDERS, LLC	5933819	MAGIC SYRUP
BIRCH BENDERS, LLC	5762992	MICRO-PANCAKERY
BIRCH BENDERS, LLC	4605151	BIRCH BENDERS MICRO PANCAKERY
BIRCH BENDERS, LLC	4371760	BIRCH BENDERS

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
NOOSA YOGHURT, LLC	90447026	NOOSA
SOVOS BRANDS INTERMEDIATE, INC.	90363139	SOVOS BRANDS

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.