

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lawler Foods, Ltd.		06/10/2021	Limited Partnership: TEXAS
Atlanta Cheesecake Company LLC		06/10/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4160415	ATLANTA CHEESECAKE COMPANY
Registration Number:	3371089	ATLANTA CHEESECAKE CAFE
Registration Number:	2574973	NEW YORK COLOSSAL
Registration Number:	2222062	LAWLER'S DESSERTS
Registration Number:	2186801	THE BEST FOR LAST
Registration Number:	2145193	CHOCOLATE ERUPTION
Registration Number:	1885141	SEDUCTION
Registration Number:	1605809	TEDDY BAR
Registration Number:	1584956	LAWLER'S

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	852168
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/10/2021
Total Attachments: 5 source=6-10-21 Lawlwer Foods 2-TM#page1.tif source=6-10-21 Lawlwer Foods 2-TM#page2.tif source=6-10-21 Lawlwer Foods 2-TM#page3.tif source=6-10-21 Lawlwer Foods 2-TM#page4.tif source=6-10-21 Lawlwer Foods 2-TM#page5.tif	

SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of June 10, 2021 (this "Agreement"), is made by Lawler Foods, Ltd., a Texas limited partnership and Atlanta Cheesecake Company LLC, a Delaware limited liability company (each, a "Grantor" collectively, the "Grantors"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 10, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE Dessert Holdings, LP, a Delaware limited partnership ("Parent Holdings"), BCPE North Star US Holdco, Inc., a Delaware corporation ("Intermediate US Holdings"), BCPE North Star Canada Holdco, Inc., a British Columbia corporation ("Intermediate Canadian Holdings" and, together with Intermediate US Holdings, each an "Intermediate Holdings Entity"), BCPE North Star Canada, LLC, a Delaware limited liability company ("Canadian Silo LLC Holdings"), BCPE North Star Holdco 2, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make their Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Intermediate US Holdings, the Borrower and any other Subsidiaries of Parent Holdings that are or become a party thereto as Grantors, have executed and delivered the Second Lien Security Agreement, dated as of June 10, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by such Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Trademarks Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and

Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

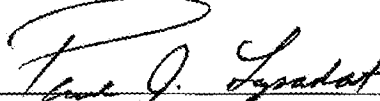
7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

LAWLER FOODS, LTD,
as a Grantor

By: Lawler Foods GP LLC, its general partner

By: 
Name: Paul Lapadat
Title: President

ATLANTA CHEESECAKE COMPANY LLC,
as a Grantor

By: 
Name: Paul Lapadat
Title: President and Chief Executive Officer

ANTARES CAPITAL LP,
as the Collateral Agent



By: _____

Name: Meenal Mehta

Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
ATLANTA CHEESECAKE COMPANY	Atlanta Cheesecake Company LLC	85421593	13-Sept-2011	4160415	19-Jun-2012
ATLANTA CHEESECAKE CAFE	Atlanta Cheesecake Company LLC	78870292	26-April-2006	3371089	15-Jan-2008
NEW YORK COLOSSAL	Lawler Foods, Ltd.	75761430	26-July-1999	2574973	04-Jun-2002
LAWLER'S DESSERTS and Design 	Lawler Foods, Ltd.	75356772	15-Sept-1997	2222062	02-Feb-1999
THE BEST FOR LAST	Lawler Foods, Ltd.	75250916	3-March-1997	2186801	01-Sep-1998
CHOCOLATE ERUPTION	Lawler Foods, Ltd.	75071024	12-March-1996	2145193	17-Mar-1998
SEDUCTION	Lawler Foods, Ltd.	74453409	27-Oct-1993	1885141	21-Mar-1995
TEDDY BAR	Lawler Foods, Ltd.	73807961	20-June-1989	1605809	10-Jul-1990
LAWLER'S	Lawler Foods, Ltd.	73790517	3-April-1989	1584956	27-Feb-1990