

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy Booster Newco, LLC		06/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1484492	ENERGY BOOSTER 100	
Registration Number:	4603512	ENERGY BOOSTER HP	
Registration Number:	4868578	ENERGY BOOSTER K	
Registration Number:	4646873	ENERGY BOOSTER MAG	
Registration Number:	5650384	EB-MET	
Registration Number:	6148100	ENERGY BOOSTER MERGE	
Registration Number:	6148099	ENERGY BOOSTER MERGE HM	
Registration Number:	5705408	EB-LYS	
Registration Number:	5705407	EB-LYS	
Registration Number:	5693728	EB-MET	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		

OP \$265.00 1484492

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	030786-0746
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	06/25/2021
Total Attachments: 6 source=Milk - Trademark Security Agreement - EB Newco (second lien) [Executed] (124804133.1)#page1.tif source=Milk - Trademark Security Agreement - EB Newco (second lien) [Executed] (124804133.1)#page2.tif source=Milk - Trademark Security Agreement - EB Newco (second lien) [Executed] (124804133.1)#page3.tif source=Milk - Trademark Security Agreement - EB Newco (second lien) [Executed] (124804133.1)#page4.tif source=Milk - Trademark Security Agreement - EB Newco (second lien) [Executed] (124804133.1)#page5.tif source=Milk - Trademark Security Agreement - EB Newco (second lien) [Executed] (124804133.1)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT
(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021, between ENERGY BOOSTER NEWCO, LLC, a Delaware limited liability company (the “*Grantor*”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, MILK SPECIALTIES COMPANY (the “*Borrower*”), MSG NUTRITIONAL INGREDIENTS HOLDING CORPORATION (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all rights to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof;

(iv) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

(v) all other rights, priorities and privileges accruing thereunder or pertaining thereto in the United States;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (which Excluded Assets include, for the avoidance of doubt, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the Laws of the State of New York. The provisions of Section 12.03 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent under the Security Agreement or this Second Lien Trademark Security Agreement are subject to the provisions of the Second Lien Intercreditor Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), by and among Credit Suisse AG, Cayman Islands Branch, as First Lien Credit Agreement Collateral Agent (as defined therein) and Credit Suisse AG, Cayman Islands Branch, as Second Lien Credit Agreement Collateral Agent (as defined therein), and acknowledged and agreed to by Milk Specialties Company, a Delaware corporation, MSG Nutritional Ingredients Holding Corporation, a Delaware corporation, Energy Booster NewCo, LLC, a Delaware limited liability company, Energy Booster Holdings Co., Inc., a Delaware corporation, each of the other Obligors party thereto from time to time, and certain other Persons

party (or that may become party) thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

ENERGY BOOSTER NEWCO, LLC

By:



Name: Timothy Preuninger

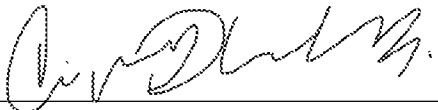
Title: Chief Financial Officer and Vice
President


[Trademark Security Agreement - EB Newco (Second Lien)]

TRADEMARK
REEL: 007336 FRAME: 0663

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

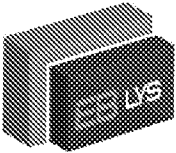
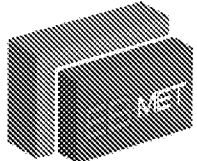
By: 
Name: Daniel Kogan
Title: Authorized Signatory

[Trademark Security Agreement - EB Newco (Second Lien)]

TRADEMARK
REEL: 007336 FRAME: 0664

ENERGY BOOSTER NEWCO, LLC

TRADEMARKS

Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
ENERGY BOOSTER 100	3/27/1987	73/651,656	4/12/1988	1484492	Registered, Section 8 and 9 due 04/12/2028
ENERGY BOOSTER HP	2/26/2014	86/205,110	9/9/2014	4603512	Registered, Section 8 and 9 due 09/09/2024
ENERGY BOOSTER K	12/15/2014	86/480,373	12/8/2015	4868578	Registered, Section 8 and 15 due 12/08/2021
ENERGY BOOSTER MAG	2/26/2014	86/205,140	11/25/2014	4646873	Registered, Section 8 and 9 due 11/25/2024
EB-MET	8/4/2017	87/556,200	01/08/2019	5650384	Registered – Section 8 and 15 due 1/08/2025
ENERGY BOOSTER MERGE	7/28/2018	88/056,585	09/08/2020	6148100	Registered – Section 8 and 15 due 09/08/2026
ENERGY BOOSTER MERGE HM	7/28/2018	88/056,584	09/08/2020	6148099	Registered – Section 8 and 15 due 09/08/2026
EB-LYS	7/28/2018	88/056,580	03/19/2019	5705408	Registered – Section 8 and 15 due 3/19/2025
	7/28/2018	88/056,574	03/19/2019	5705407	Registered – Section 8 and 15 due 3/19/2025
	8/10/2018	88/073835	03/05/2019	5693728	Registered – Section 8 and 15 due 3/05/2025