

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kodiak Cakes, LLC		06/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Collateral Agent		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6285143	TOASTER FLAPJACK	
Registration Number:	6284902	SNACK ADVENTUROUSLY	
Registration Number:	6342713	CARB CONSCIOUS	
Registration Number:	6126652	PROTEIN BALLS	
Registration Number:	6267362	POWER CUP	
Registration Number:	6138239	MINUTE MUFFIN	
Registration Number:	6138240	MINUTE FLAPJACK	
Registration Number:	5847442	SUPER FRUIT SYRUP	
Registration Number:	5847443	WARM FRESH MUFFIN IN A MINUTE	
Registration Number:	6138238	MINUTE CORNBREAD	
Registration Number:	5893507	POWER COOKIE	
Registration Number:	5774701	FLAPJACK UNLEASHED	
Registration Number:	5780060	MUFFIN UNLEASHED	
Registration Number:	5780061	BROWNIE UNLEASHED	
Registration Number:	5780062	CORNBREAD UNLEASHED	
Registration Number:	5521256	POWER FLAPJACKS	
Registration Number:	6322506	POWER BREAD	
Registration Number:	5747714	BROWNIE IN A CUP	
Registration Number:	5597736	CORNBREAD IN A CUP	
<b>TRADEMARK</b>			

CH \$1215.00 6285143

Property Type	Number	Word Mark
Registration Number:	6348353	THEY AREN'T FROZEN, THEY'RE HIBERNATING
Registration Number:	5795106	BEAR BITES
Registration Number:	5458224	SUPER FRUIT SYRUP PARK KODIAK CAKES CITY
Registration Number:	5887201	POWER COOKIES
Registration Number:	6301591	POWER FLOUR
Registration Number:	5471173	KODIAK CAKES PARK CITY
Registration Number:	5509721	NOURISHMENT FOR TODAY'S FRONTIER
Registration Number:	5471172	100% WHOLE GRAINS KODIAK CAKES PARK CITY
Registration Number:	5282941	ENERGY CAKES
Registration Number:	5229580	ENERGY BAKE
Registration Number:	5282942	ENERGY WAFFLES
Registration Number:	5429144	POWER BAKE
Registration Number:	5775856	POWER SYRUP
Registration Number:	4743692	GRANOLA UNLEASHED
Registration Number:	4743053	OATMEAL UNLEASHED
Registration Number:	5296712	POWER WAFFLES
Registration Number:	4509684	KODIAK SYRUP
Registration Number:	4518595	WHOLE GRAINS TASTE BETTER
Registration Number:	4530170	POWER CAKES
Registration Number:	3202959	BAKER MILLS
Registration Number:	3184973	BIG BEAR BROWNIES
Registration Number:	2052194	KODIAK CAKES
Registration Number:	1992074	BAKER MILLS KODIAK CAKES 100% WHOLE GRAI
Serial Number:	90139719	OATMEAL IN-A-CUP
Serial Number:	90139703	MUFFIN IN-A-CUP
Serial Number:	90139687	FLAPJACK IN-A-CUP
Serial Number:	88937940	MINUTE BROWNIE
Serial Number:	88581824	FRONTIER
Serial Number:	88575178	FRONTIER FLAPJACK & WAFFLE MIX

#### CORRESPONDENCE DATA

Fax Number: 2127514864

*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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	053644-0287
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	07/02/2021
<b>Total Attachments: 7</b> source=Claw - Trademark Security Agreement Executed#page1.tif source=Claw - Trademark Security Agreement Executed#page2.tif source=Claw - Trademark Security Agreement Executed#page3.tif source=Claw - Trademark Security Agreement Executed#page4.tif source=Claw - Trademark Security Agreement Executed#page5.tif source=Claw - Trademark Security Agreement Executed#page6.tif source=Claw - Trademark Security Agreement Executed#page7.tif	

## TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2021, (this "Agreement"), among Kodiak Cakes, LLC (the "Grantor") and Golub Capital LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Frontier Foods Merger Sub, LLC, a Delaware limited liability company (the "Initial Borrower"), Kodiak Cakes, LLC, a Delaware limited liability company ("Kodiak"), and, upon and immediately following the consummation of the Acquisition, the "Borrower"), Frontier Foods Guarantor, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, and Golub Capital LLC, as administrative agent and collateral agent for the Lenders, and as lead arranger and bookrunner. 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.

**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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral 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 the 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, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and
- b) all proceeds of the foregoing,

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

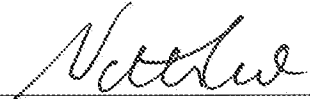
SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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


KODIAK CAKES, LLC, as a Grantor

By: 

Name: Nathan Lord

Title: Chief Financial Officer, Vice President  
and Treasurer

GOLUB CAPITAL LLC,  
as the Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

**SCHEDULE I****TRADEMARKS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
KODIAK CAKES, LLC	6285143	02-MAR-2021	TOASTER FLAPJACK
KODIAK CAKES, LLC	6284902	02-MAR-2021	SNACK ADVENTUROUSLY
KODIAK CAKES, LLC	6342713	04-MAY-2021	CARB CONSCIOUS
KODIAK CAKES, LLC	6126652	11-AUG-2020	PROTEIN BALLS
KODIAK CAKES, LLC	6267362	09-FEB-2021	POWER CUPS
KODIAK CAKES, LLC	6138239	25-AUG-2020	MINUTE MUFFIN
KODIAK CAKES, LLC	6138240	25-AUG-2020	MINUTE FLAPJACK
KODIAK CAKES, LLC	5847442	27-AUG-2019	SUPER FRUIT SYRUP
KODIAK CAKES, LLC	5847443	27-AUG-2019	WARM FRESH MUFFIN IN A MINUTE
KODIAK CAKES, LLC	6138238	25-AUG-2020	MINUTE CORNBREAD
KODIAK CAKES, LLC	5893507	22-OCT-2019	POWER COOKIE
KODIAK CAKES, LLC	5774701	11-JUN-2019	FLAPJACK UNLEASHED
KODIAK CAKES, LLC	5780060	18-JUN-2019	MUFFIN UNLEASHED
KODIAK CAKES, LLC	5780061	18-JUN-2019	BROWNIE UNLEASHED
KODIAK CAKES, LLC	5780062	18-JUN-2019	CORNBREAD UNLEASHED
KODIAK CAKES, LLC	5521256	17-JUL-2018	POWER FLAPJACKS
KODIAK CAKES, LLC	6322506	13-APR-2021	POWER BREAD
KODIAK CAKES, LLC	5747714	07-MAY-2019	BROWNIE IN A CUP
KODIAK CAKES, LLC	5597736	30-OCT-2018	CORNBREAD IN A CUP
KODIAK CAKES, LLC	6348353	11-MAY-2021	THEY AREN'T FROZEN, THEY'RE HIBERNATING
KODIAK CAKES, LLC	5795106	02-JUL-2019	BEAR BITES



KODIAK CAKES, LLC	5458224	01-MAY-2018	SUPER FRUIT SYRUP PARK KODIAK CAKES CITY
KODIAK CAKES, LLC	5887201	15-OCT-2019	POWER COOKIES
KODIAK CAKES, LLC	6301591	23-MAR-2021	POWER FLOUR
KODIAK CAKES, LLC	5471173	15-MAY-2018	KODIAK CAKES PARK CITY
KODIAK CAKES, LLC	5509721	03-JUL-2018	NOURISHMENT FOR TODAY'S FRONTIER
KODIAK CAKES, LLC	5471172	15-MAY-2018	100% WHOLE GRAINS KODIAK CAKES PARK CITY
KODIAK CAKES, LLC	5282941	05-SEP-2017	ENERGY CAKES
KODIAK CAKES, LLC	5229580	20-JUN-2017	ENERGY BAKE
KODIAK CAKES, LLC	5282942	05-SEP-2017	ENERGY WAFFLES
KODIAK CAKES, LLC	5429144	20-MAR-2018	POWER BAKE
KODIAK CAKES, LLC	5775856	11-JUN-2019	POWER SYRUP
KODIAK CAKES, LLC	4743692	26-MAY-2015	GRANOLA UNLEASHED
KODIAK CAKES, LLC	4743053	26-MAY-2015	OATMEAL UNLEASHED
KODIAK CAKES, LLC	5296712	26-SEP-2017	POWER WAFFLES
KODIAK CAKES, LLC	4509684	08-APR-2014	KODIAK SYRUP
KODIAK CAKES, LLC	4518595	22-APR-2014	WHOLE GRAINS TASTE BETTER
KODIAK CAKES, LLC	4530170	13-MAY-2014	POWER CAKES
KODIAK CAKES, LLC	3202959	23-JAN-2007	BAKER MILLS
KODIAK CAKES, LLC	3184973	12-DEC-2006	BIG BEAR BROWNIES
KODIAK CAKES, LLC	2052194	15-APR-1997	KODIAK CAKES
KODIAK CAKES, LLC	1992074	06-AUG-1996	BAKER MILLS KODIAK CAKES 100% WHOLE GRAINS

**TRADEMARK APPLICATIONS**

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>	<b>TRADEMARK</b>
KODIAK CAKES, LLC	90139719	26-AUG-2020	OATMEAL IN A CUP
KODIAK CAKES, LLC	90139703	26-AUG-2020	MUFFIN IN A CUP
KODIAK CAKES, LLC	90139687	26-AUG-2020	FLAPJACK IN A CUP
KODIAK CAKES, LLC	88937940	28-MAY-2020	MINUTE BROWNIE
KODIAK CAKES, LLC	88581824	16-AUG-2019	FRONTIER
KODIAK CAKES, LLC	88575178	12-AUG-2019	FRONTIER FLAPJACK & WAFFLE MIX