

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM662275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EAGLE FAMILY FOODS LLC		07/23/2021	Limited Liability Company: DELAWARE
CORNFIELDS, LLC		07/23/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GOLDMAN SACHS BANK USA, as collateral agent
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Chartered Bank: NEW YORK

## PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	5796165	CHEESE LOVERS MIX
Registration Number:	4555087	CORNFIELDS
Registration Number:	6065586	FRYMASTERS
Registration Number:	6081427	FRY MASTERS
Registration Number:	6184247	FRY MASTERS CRISPY CRUNCHY FRIES
Registration Number:	4309431	G.H. CRETORS
Registration Number:	4770298	HI I'M SKINNY QUINOA STICKS
Registration Number:	5349664	JUST THE CARAMEL
Registration Number:	5683034	JUST THE CHEESE
Registration Number:	5667612	OBSESSIVELY DELICIOUS
Registration Number:	5922206	PEANUT BUTTER LOVERS MIX
Registration Number:	911254	SKINNY
Registration Number:	4019199	SKINNY
Registration Number:	3820740	SKINNY STICKS
Registration Number:	6317102	WE FREED THE FRY!
Registration Number:	6296827	BIG TIME BUTTER
Registration Number:	5197287	CARAMEL & CHEESE CHICAGO FAIR POPCORN

CH \$1590.00 5796165

Property Type	Number	Word Mark
Registration Number:	6310550	CAS'S CHEESERIFFIC CHEESE
Registration Number:	6296828	CHEESERIFFIC CHEESE
Registration Number:	5206290	CHICAGO FAIR
Registration Number:	5197286	CHICAGO FAIR
Registration Number:	6109222	
Registration Number:	6109224	
Registration Number:	6109212	
Registration Number:	6109214	
Registration Number:	3259218	DRIZZLECORN
Registration Number:	2617186	EAGLE BRAND
Registration Number:	137954	
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.
Registration Number:	6053639	EAGLE FOODS
Registration Number:	6053641	EAGLE FOODS
Registration Number:	6390549	KIT'S KOOKY KETTLE
Registration Number:	1148083	MAGNOLIA BRAND
Registration Number:	2425181	MAKE MAGIC IN MINUTES
Registration Number:	682615	MILNOT
Registration Number:	962190	MILNOT
Registration Number:	5116813	ORIGINAL MOVIE THEATER POPCORN
Registration Number:	5207084	ORIGINAL MOVIE THEATER POPCORN CRISPY CR
Registration Number:	728611	PET
Registration Number:	5478652	PET
Registration Number:	88285	PET
Registration Number:	3904072	POPCORN, INDIANA
Registration Number:	6176081	POPCORN INDIANA
Registration Number:	6154403	POPCORN INDIANA
Registration Number:	3209833	POPCORN, INDIANA
Registration Number:	5116031	REAL PLACE. REAL FLAVOR.
Registration Number:	1140479	SUNSHINE
Registration Number:	1250578	SUNSHINE
Registration Number:	1150549	SUNSHINE
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE
Registration Number:	4841799	
Registration Number:	4246131	
Registration Number:	5101803	WE LIVE FOR POPCORN
Registration Number:	5101809	WELCOME TO POPCORN, INDIANA POPULATION 4
Registration Number:	5110929	TWIGGY POP

Property Type	Number	Word Mark
Registration Number:	5134847	THE MIX
Serial Number:	88400831	CHOMP POP
Serial Number:	88400930	FREAKY POP
Serial Number:	88539030	
Serial Number:	88767369	MAGNOLIA
Serial Number:	88846558	KOOKY KETTLE
Serial Number:	90309264	MAGNOLIA
Serial Number:	90431067	MONSTER POP! BY POPCORN INDIANA

**CORRESPONDENCE DATA**

**Fax Number:** 2138924738

*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:** 424-386-4328

**Email:** dcip@milbank.com, marnold@milbank.com

**Correspondent Name:** Monica Arnold, Esq.

**Address Line 1:** 2029 Century Park East, 33rd Floor

**Address Line 2:** Milbank, LLP

**Address Line 4:** Los Angeles, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 30045.00364

**NAME OF SUBMITTER:** Monica Arnold

**SIGNATURE:** /s/ Monica Arnold /s/

**DATE SIGNED:** 07/23/2021

**Total Attachments: 8**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 23, 2021, made by EAGLE FAMILY FOODS LLC, a Delaware limited liability company (the "Borrower"), having a principal place of business at 1975 E. 61st St., Cleveland, Ohio 44103 and CORNFIELDS, LLC, a Delaware limited liability company ("Cornfields"), having a principal place of business at 1975 E. 61st St., Cleveland, Ohio 44103 (each of the Borrower and Cornfields, a "Grantor" and collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, a New York State chartered bank, having a principal place of business at 200 West Street, New York, New York 10282, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). 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 Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 23, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Eagle Family Foods Group Intermediate, LLC, a Delaware limited liability company ("Holding"), the several banks and other financial institutions from time to time party thereto (the "Lenders") and Goldman Sachs Bank USA, as administrative agent for the Lenders, as collateral agent for the Secured Parties (as defined therein) (in such capacities, respectively, together with its successors in such capacities, the "Administrative Agent" and "Collateral Agent") and as the issuing bank for the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and Holding have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its respective Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the

benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, the goodwill associated with such Trademarks and all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of 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 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.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. 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 Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 a conflict between this Agreement and the Credit Agreement or the Guarantee and Collateral Agreement, the provisions of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.


SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

\* \* \*


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the day and year first above written.

**EAGLE FAMILY FOODS GROUP LLC**

By:   
Name: Hilary Simons  
Title: Vice President of Finance and  
Treasurer

**CORNFIELDS, LLC**

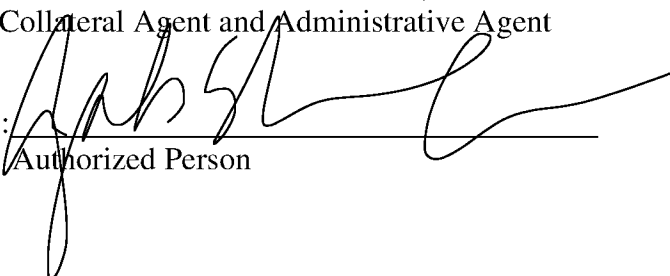
By:   
Name: Hilary Simons  
Title: Vice President of Finance

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

Acknowledged and Agreed to as of  
the date hereof by:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent and Administrative Agent

By:

  
\_\_\_\_\_  
Authorized Person

SCHEDULE I

TRADEMARK REGISTRATIONS

<b>Trademark</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Country</b>
CHEESE LOVERS MIX	Cornfields, LLC	87/691,574	5,796,165	United States of America
CORNFIELDS	Cornfields, LLC	86/081,680	4,555,087	United States of America
FRYMASTERS	Cornfields, LLC	88/407, 759	6,065,586	United States of America
FRY MASTERS	Cornfields, LLC	88/407, 776	6,081,427	United States of America
FRY MASTERS CRISPY CRUNCHY FRIES	Cornfields, LLC	88/851,782	6,184,247	United States of America
G.H. CRETORS	Cornfields, LLC	85/025,689	4,309,431	United States of America
HI I'M SKINNY QUINOA STICKS	Cornfields, LLC	86/351,981	4,770,298	United States of America
JUST THE CARAMEL	Cornfields, LLC	87/428, 258	5,349,664	United States of America
JUST THE CHEESE	Cornfields, LLC	87/428, 244	5,683,034	United States of America
OBSESSIVELY DELICIOUS	Cornfields, LLC	87/979, 304	5,667,612	United States of America
PEANUT BUTTER LOVERS MIX	Cornfields, LLC	88/109, 496	5,922,206	United States of America
SKINNY	Cornfields, LLC	72/339,731	911,254	United States of America
SKINNY	Cornfields, LLC	85/234,453	4,019,199	United States of America
SKINNY STICKS	Cornfields, LLC	77/826,529	3,820,740	United States of America
WE FREED THE FRY!	Cornfields, LLC	88/848,133	6,317,102	United States of America
BIG TIME BUTTER	Eagle Family Foods Group LLC	88/846, 529	6,296,827	United States of America
CARAMEL & CHEESE CHICAGO FAIR POPCORN (& design)	Eagle Family Foods Group LLC	87/080,239	5,197,287	United States of America
CAS'S CHEESERIFFIC CHEESE	Eagle Family Foods Group LLC	88/846, 533	6,310, 550	United States of America



CHEESERIFFIC CHEESE	Eagle Family Foods Group LLC	88/846, 540	6,296,828	United States of America
CHICAGO FAIR	Eagle Family Foods Group LLC	87/055,345	5,206,290	United States of America
CHICAGO FAIR (light bulb design)	Eagle Family Foods Group LLC	87/080,237	5,197,286	United States of America
<i>Design Only</i> (orange cartoon monster)	Eagle Family Foods Group LLC	88/536, 562	6,109, 222	United States of America
<i>Design Only</i> (yellow cartoon monster)	Eagle Family Foods Group LLC	88/537, 138	6,109, 224	United States of America
<i>Design Only</i> (purple cartoon monster)	Eagle Family Foods Group LLC	88/533, 495	6,109,212	United States of America
<i>Design Only</i> (red cartoon monster)	Eagle Family Foods Group LLC	88/533, 795	6,109,214	United States of America
DRIZZLECORN	Eagle Family Foods Group LLC	78/ 561, 569	3,259,218	United States of America
EAGLE BRAND	Eagle Family Foods Group LLC	76/206,402	2,617,186	United States of America
EAGLE DESIGN	Eagle Family Foods Group LLC	71/129,486	137,954	United States of America
EAGLE FAMILY FOODS, INC. (& design)	Eagle Family Foods Group LLC	75/533,765	2,356,145	United States of America
EAGLE FOODS	Eagle Family Foods Group LLC	87/317,915	6,053, 639	United States of America
EAGLE FOODS	Eagle Family Foods Group LLC	87/330, 106	6,053, 641	United States of America
KIT'S KOOKY KETTLE	Eagle Family Foods Group LLC	88/846, 550	6,390,549	United States of America
MAGNOLIA BRAND (& design)	Eagle Family Foods Group LLC	73/232,284	1,148,083	United States of America
MAKE MAGIC IN MINUTES	Eagle Family Foods Group LLC	75/912,306	2,425,181	United States of America
MILNOT	Eagle Family Foods Group LLC	72/024,060	682,615	United States of America
MILNOT (& design)	Eagle Family Foods Group LLC	72/428,600	962,190	United States of America
ORIGINAL MOVIE THEATER POPCORN	Eagle Family Foods Group LLC	86/438,228	5,116,813	United States of America
ORIGINAL MOVIE THEATER POPCORN CRISPY CRUNCH REAL BUTTER (& design)	Eagle Family Foods Group LLC	86/438,223	5,207,084	United States of America

PET	Eagle Family Foods Group LLC	72/102,691	728,611	United States of America
PET (& design)	Eagle Family Foods Group LLC	87/413,853	5,478,652	United States of America
PET (stylized)	Eagle Family Foods Group LLC	71/063,303	88,285	United States of America
POPCORN, INDIANA	Eagle Family Foods Group LLC	85/049,210	3,904,072	United States of America
POPCORN INDIANA	Eagle Family Foods Group LLC	88/417, 949	6,176, 081	United States of America
POPCORN INDIANA (stars and stripes design)	Eagle Family Foods Group LLC	88/417, 936	6,154, 403	United States of America
POPCORN, INDIANA (State design)	Eagle Family Foods Group LLC	78/767,186	3,209,833	United States of America
REAL PLACE. REAL FLAVOR.	Eagle Family Foods Group LLC	86/945,227	5,116,031	United States of America
SUNSHINE	Eagle Family Foods Group LLC	73/223,488	1,140,479	United States of America
SUNSHINE	Eagle Family Foods Group LLC	73/363,222	1,250,578	United States of America
SUNSHINE (& design)	Eagle Family Foods Group LLC	73/195,090	1,150,549	United States of America
THE DAIRY GOODNESS PEOPLE	Eagle Family Foods Group LLC	78/178,112	2,810,540	United States of America
TRACTOR design	Eagle Family Foods Group LLC	85/983,861	4,841,799	United States of America
TRACTOR design	Eagle Family Foods Group LLC	85/655,140	4,246,131	United States of America
WE LIVE FOR POPCORN	Eagle Family Foods Group LLC	86/830,808	5,101,803	United States of America
WELCOME TO POPCORN, INDIANA POPULATION 42 (& design)	Eagle Family Foods Group LLC	86/831,835	5,101,809	United States of America
TWIGGY POP	Cornfields, LLC	86/776,259	5,110,929	United States of America
THE MIX	Cornfields, LLC	86/949,853	5,134,847	United States of America
CHOMP POP	Eagle Family Foods Group LLC	88400831	N/A	United States of America
FREAKY POP	Eagle Family Foods Group LLC	88400930	N/A	United States of America
Monster design	Eagle Family Foods Group LLC	88539030	N/A	United States of America
MAGNOLIA	Eagle Family Foods Group LLC	88767369	N/A	United States of America
KOOKY KETTLE	Eagle Family Foods Group LLC	88846558	N/A	United States of America

MAGNOLIA	Eagle Family Foods Group LLC	90309264	N/A	United States of America
MONSTER POP! BY POPCORN INDIANA	Eagle Family Foods Group LLC	90431067	N/A	United States of America