

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE NEW FRENCH BAKERY, LLC		08/13/2021	Limited Liability Company: MINNESOTA
RISE BAKING SWEET GOODS, LLC		08/13/2021	Limited Liability Company: DELAWARE
MINNESOTA BEST MAID COOKIE CO., LLC		08/13/2021	Limited Liability Company: MINNESOTA
CHOICE FOODS, LLC		08/13/2021	Limited Liability Company: UTAH
SOUTH COAST BAKING, LLC		08/13/2021	Limited Liability Company: CALIFORNIA
BRILL BAKERY SOLUTIONS LLC		08/13/2021	Limited Liability Company: DELAWARE
BRILL, INC.		08/13/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	3065802	BEST MAID COOKIE COMPANY
Registration Number:	5444255	BEST MAID COOKIE COMPANY EST. 1934
Registration Number:	5444277	BEST MAID EST. 1943 COOKIE COMPANY
Registration Number:	2313019	COOKIES HERE, COOKIES THERE, COOKIE LOVE
Registration Number:	5365795	FAST PAN
Registration Number:	3063392	GOOD, BETTER, BEST MAID
Registration Number:	5318606	INNOVATION YOU CAN TASTE
Registration Number:	4086198	MARSHMALLOW MUNCHIE

CH \$1890.00 3065802

Property Type	Number	Word Mark
Registration Number:	5240776	NEW FRENCH BAKERY EST. 1995
Registration Number:	5520331	NEW FRENCH BAKERY EST. 1995
Registration Number:	5520311	NEW FRENCH BAKERY EST. 1995 TAKE & BAKE
Registration Number:	2271682	RICH & SINFUL
Registration Number:	5590836	RISE BAKING COMPANY
Registration Number:	5590889	RISE R BAKING COMPANY
Registration Number:	5240775	SOUTH COAST BAKING
Registration Number:	5392740	SOUTH COAST · BAKING ·
Registration Number:	2246834	THE BEST SOFT AND CHEWY COOKIES IN THE C
Registration Number:	6150908	TRADITIONAL BAKING
Registration Number:	551428	ALLSET
Registration Number:	1256272	BESTOVALL
Registration Number:	1897639	BRILL
Registration Number:	0852000	BRILL
Registration Number:	967702	BRILL BITTER SWEET
Registration Number:	3607775	CENTERFULS
Registration Number:	5763713	CHANTELLA
Registration Number:	5317225	COL-DIP
Registration Number:	1833439	CORNERSTONE
Registration Number:	5525111	DECOPRO
Registration Number:	1203779	DIP'EM
Registration Number:	1482074	DRIZZLE
Registration Number:	2504137	DUTCH CUPBOARD
Registration Number:	1863853	ENLITENED CONCERNS
Registration Number:	5316480	FRUFFI
Registration Number:	865852	FUDGECO
Registration Number:	1462114	FUDGICE
Registration Number:	1434880	GLAZE 'N SHINE
Registration Number:	1434885	GLORIOUS MORNING
Registration Number:	4708627	HENRY & HENRY
Registration Number:	5459377	HENRY & HENRY
Registration Number:	1451104	KAKOLATE
Registration Number:	1183156	KARP'S
Registration Number:	1462118	KARP'S SCOOP-N-BAKE
Registration Number:	2725697	KARPUCCINO
Registration Number:	1507388	LIGHT 'N FLUFFY
Registration Number:	1265187	MURRAY'S
Registration Number:	2877897	'NANA CREME FILLING

Property Type	Number	Word Mark
Registration Number:	1917390	NIBBLENIKS
Registration Number:	1783558	NORSEMAN
Registration Number:	1603926	ORTH
Registration Number:	1940512	ORTH SINCE 1882
Registration Number:	890990	POLAR FROST
Registration Number:	1477924	POUR 'N GLAZE
Registration Number:	4281923	RAINBOW BLAST
Registration Number:	1490387	READY ICE
Registration Number:	5525112	READY. SET. CREATE!
Registration Number:	1857826	SCOOP-N-BAKE
Registration Number:	4601992	SIMPLICIOUS
Registration Number:	5572256	SIMPLICIOUS
Registration Number:	5903710	SIMPLICIOUS
Registration Number:	1479818	SMOKY MOUNTAIN MAPLE ICING
Registration Number:	1394250	SNO DRIFT
Registration Number:	1525959	SPUN GOLD
Registration Number:	4695966	STRUDLENIKS
Registration Number:	1474318	THIN-KOTE
Registration Number:	4092918	TRANSMART
Registration Number:	1087129	ULTRA WHITE
Registration Number:	2043231	ULTRA-RISE
Registration Number:	1489573	WHITE 'N GLOSSY
Registration Number:	4822277	
Registration Number:	4822273	CSM BAKERY PRODUCTS
Registration Number:	4822274	CSM
Registration Number:	2134556	STAR D'LIGHTS
Registration Number:	1551168	STAR-DEMAND
Serial Number:	90579795	ANGELA MARIE'S
Serial Number:	90539135	TRADITIONAL BAKING

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

TRADEMARK

REEL: 007390 FRAME: 0281

ATTORNEY DOCKET NUMBER:	11964.371
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/13/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 13, 2021 (this “Agreement”), among the Loan Parties signatory hereto (collectively, the “Grantors” and individually a “Grantor”) and MIDCAP FINANCIAL TRUST, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of August 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Ultimate Baked Goods Intermediate LLC, a Delaware limited liability company (“Holdings”), Ultimate Baked Goods Midco LLC, a Delaware limited liability company (the “Borrower”), MIDCAP FINANCIAL TRUST, as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only 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 under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors, at the request of Grantors and at the Grantors’ sole cost and expense, an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

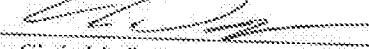
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Miscellaneous. The terms and provisions of Sections 5.02 (Waivers; Amendments), 5.05 (Survival of Agreement), 5.07 (Severability), 5.09 (Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent), 5.10 (WAIVER OF JURY TRIAL), and 5.11 (Headings) of the Collateral Agreement are hereby incorporated herein by reference and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.


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


THE NEW FRENCH BAKERY, LLC, as
Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary

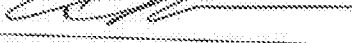
RISE BAKING SWEET GOODS, LLC, as
Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary

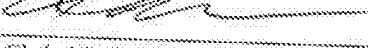
MINNESOTA BEST MAID COOKIE CO.,
LLC, as Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary

CHOICE FOODS, LLC, as Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary

SOUTH COAST BAKING, LLC, as Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007390 FRAME: 0285

BRILL BAKERY SOLUTIONS LLC, as
Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary

BRILL, INC., as Grantor

By 
Name: Chris McCammon
Title: Chief Financial Officer and Assistant
Secretary

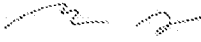
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TRADEMARK
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MIDCAP FINANCIAL TRUST, as
Administrative Agent

By: Apollo Capital Management, L.P., its
investment manager

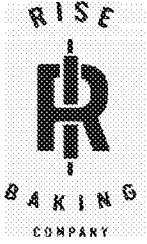

By: Apollo Capital Management GP, LLC its
general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I to the
Trademark Security Agreement

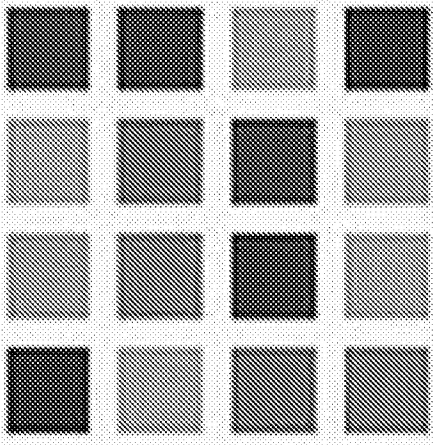
TRADEMARK COLLATERAL

Trademark:	Current Owner/Assignor:	Date of Application/Registration	Application/Registration Number	Place of Registration
ANGELA MARIE'S	Minnesota Best Maid Cookie Company, LLC	03/15/2021	90/579,795	USA
BEST MAID COOKIE COMPANY	Minnesota Best Maid Cookie Company, LLC	03/07/2006	3,065,802	USA
BEST MAID COOKIE COMPANY EST. 1934	Minnesota Best Maid Cookie Company, LLC	04/10/2018	5,444,255	USA
BEST MAID EST. 1943 COOKIE COMPANY & Design 	Minnesota Best Maid Cookie Company, LLC	04/10/2018	5,444,277	USA
COOKIES HERE, COOKIES THERE, COOKIE LOVERS EVERYWHERE!	Minnesota Best Maid Cookie Company, LLC	02/01/2000	2,313,019	USA
FAST PAN	South Coast Baking, LLC	12/26/2017	5,365,795	USA
GOOD, BETTER, BEST MAID	Minnesota Best Maid Cookie Company, LLC	02/28/2006	3,063,392	USA
INNOVATION YOU CAN TASTE	Rise Baking Sweet Goods, LLC	10/24/2017	5,318,606	USA
MARSHMALLOW MUNCHIE	Choice Foods, LLC	01/17/2012	4,086,198	USA
NEW FRENCH BAKERY EST. 1995	The New French Bakery, LLC	07/11/2017	5,240,776	USA
NEW FRENCH BAKERY EST. 1995 and Design 	The New French Bakery, LLC	07/17/2018	5,520,331	USA

Trademark:	Current Owner/Assignor:	Date of Application/Registration	Application/Registration Number	Place of Registration
NEW FRENCH BAKERY TAKE & BAKE	The New French Bakery, LLC	07/17/2018	5,520,311	USA
RICH & SINFUL	Minnesota Best Maid Cookie Company, LLC	08/24/1999	2,271,682	USA
RISE BAKING COMPANY	Rise Baking Sweet Goods, LLC	10/23/2018	5,590,836	USA
RISE R BAKING COMPANY & Design 	Rise Baking Sweet Goods, LLC	10/23/2018	5,590,889	USA
SOUTH COAST BAKING	South Coast Baking, LLC	07/11/2017	5,240,775	USA
SOUTH COAST BAKING & Design 	South Coast Baking, LLC	01/30/2018	5,392,740	USA
THE BEST SOFT AND CHEWY COOKIES IN THE COUNTRY	Minnesota Best Maid Cookie Company, LLC	05/18/1999	2,246,834	USA
TRADITIONAL BAKING	South Coast Baking, LLC	02/22/2021	90/539,135	USA
TRADITIONAL BAKING & Design	South Coast Baking, LLC	09/15/2020	6,150,908	USA
ALLSET	Brill, Inc.	12/04/51	551,428	USA
BESTOVALL	Brill, Inc.	11/01/83	1,256,272	USA
BRILL	Brill, Inc.	06/06/95	1,897,639	USA
BRILL Design	Brill, Inc.	07/02/68	0852000	USA

Trademark:	Current Owner/Assignor:	Date of Application/Registration	Application/Registration Number	Place of Registration
BRILL BITTER SWEET Design	Brill, Inc.	09/04/73	967,702	USA
CENTERFULS	Brill, Inc.	04/14/09	3,607,775	USA
CHANTELLA	Brill Bakery Solutions LLC	05/28/19	5,763,713	USA
COL-DIP	Brill, Inc.	05/16/17	5,317,225	USA
CORNERSTONE	Brill, Inc.	04/26/94	1,833,439	USA
DECOPRO	Brill, Inc.	07/24/18	5,525,111	USA
DIP 'EM	Brill, Inc.	08/03/82	1,203,779	USA
DRIZZLE	Brill, Inc.	03/22/88	1,482,074	USA
DUTCH CUPBOARD	Brill, Inc.	11/06/01	2,504,137	USA
ENLITENED CONCERNS	Brill, Inc.	11/22/94	1,863,853	USA
FRUFFI	Brill, Inc.	10/24/17	5,316,480	USA
FUDGECO	Brill, Inc.	03/04/69	865,852	USA
FUDGICE	Brill, Inc.	10/20/87	1,462,114	USA
GLAZE 'N SHINE	Brill, Inc.	03/31/87	1,434,880	USA
GLORIOUS MORNING	Brill, Inc.	03/31/87	1,434,885	USA
HENRY & HENRY	Brill, Inc.	03/24/15	4,708,627	USA
HENRY & HENRY DESIGN	Brill, Inc.	05/01/18	5,459,377	USA
KAKOLATE	Brill, Inc.	08/04/87	1,451,104	USA
KARP'S	Brill, Inc.	12/22/81	1,183,156	USA

Trademark:	Current Owner/Assignor:	Date of Application/Registration	Application/Registration Number	Place of Registration
KARP'S SCOOP-N-BAKE	Brill, Inc.	10/20/87	1,462,118	USA
KARPUCCINO	Brill, Inc.	06/10/03	2,725,697	USA
LIGHT 'N FLUFFY	Brill, Inc.	10/04/88	1,507,388	USA
MURRAY'S	Brill, Inc.	01/24/84	1,265,187	USA
NANA CRÈME FILLING	Brill, Inc.	08/24/04	2,877,897	USA
NIBBLENIKS	Brill, Inc.	09/05/95	1,917,390	USA
NORSEMAN	Brill, Inc.	07/20/93	1,783,558	USA
ORTH	Brill, Inc.	06/26/90	1,603,926	USA
ORTH SINCE 1882 DESIGN	Brill, Inc.	12/12/95	1,940,512	USA
POLAR FROST	Brill, Inc.	05/12/70	890,990	USA
POUR 'N GLAZE	Brill, Inc.	02/23/88	1,477,924	USA
RAINBOW BLAST	Brill, Inc.	01/29/13	4,281,923	USA
READY ICE	Brill, Inc.	05/31/88	1,490,387	USA
READY, SET, CREATE!	Brill, Inc.	07/24/18	5,525,112	USA
SCOOP-N-BAKE	Brill, Inc.	10/11/94	1,857,826	USA
SIMPLICIOUS	Brill, Inc.	09/09/14	4,601,992	USA
SIMPLICIOUS	Brill, Inc.	09/25/18	5,572,256	USA
SIMPLICIOUS	Brill, Inc.	11/05/19	5,903,710	USA
SMOKY MOUNTAIN MAPLE ICING	Brill, Inc.	03/08/88	1,479,818	USA

Trademark:	Current Owner/Assignor:	Date of Application/Registration	Application/Registration Number	Place of Registration
SNO DRIFT	Brill, Inc.	05/20/86	1,394,250	USA
SPUN GOLD	Brill, Inc.	02/21/89	1,525,959	USA
STRUDLENIKS	Brill, Inc.	03/03/15	4,695,966	USA
THIN-KOTE	Brill, Inc.	01/26/88	1,474,318	USA
TRANSMART	Brill, Inc.	01/31/12	4,092,918	USA
ULTRA WHITE	Brill, Inc.	03/07/78	1,087,129	USA
ULTRA-RISE	Brill, Inc.	03/11/97	2,043,231	USA
WHITE 'N GLOSSY	Brill, Inc.	05/24/88	1,489,573	USA
DESIGN ONLY	Brill, Inc.	09/29/2015	4,822,277	USA
				
CSM BAKERY PRODUCTS	Brill, Inc.	09/29/2015	4,822,273	USA
CSM	Brill, Inc.	09/29/2015	4,822,274	USA
STAR D'LIGHTS	Brill, Inc.	02/03/1998	2,134,556	USA

Trademark:	Current Owner/Assignor:	Date of Application/Registration	Application/Registration Number	Place of Registration
STAR-DEMAND	Brill, Inc.	08/08/1989	1,551,168	USA