

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Attune Foods, LLC		08/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5949461	WILLAMETTE VALLEY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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		
ATTORNEY DOCKET NUMBER:	039269-0580		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/19/2021		
Total Attachments: 6			
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SUPPLEMENT NO. 1 dated as of August 18, 2021 (this “**Supplement**”) to that certain Second Lien Trademark Security Agreement dated as of October 1, 2018 (as it may be amended, restated, amended and restated or otherwise modified from time to time, this “**Agreement**”), among Attune Foods, LLC, a Delaware limited liability company, Dakota Growers Pasta Company, Inc., a North Dakota corporation, and DNA Dreamfields Company, LLC, an Ohio limited liability company (each, a “**Grantor**”) and BARCLAYS BANK PLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Pledge and Security Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among 8th AVENUE FOOD & PROVISIONS, INC., a Missouri corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, and (b) the Second Lien Credit Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent.

Whereas, under the terms and conditions set forth in the Security Agreement, Grantors have granted a continuing security interest in any filed application for registration or acquired application or registration (in each case after the Closing Date) of any Trademark with the United States Patent and Trademark Office, or any similar office or agency, to the Collateral Agent for the benefit of the Secured Parties and have agreed as a condition thereof, upon the request of the Collateral Agent, to execute and deliver this Supplement to evidence the Collateral Agent’s security interest in such Trademarks and General Intangibles of such Grantor relating thereto and represented thereby.

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 Security Agreement. The rules of construction specified in Section 1.01 of the Security 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 its Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants 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 such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 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. Each Grantor authorizes and requests that the Commissioner for Trademarks record this 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

ATTUNE FOODS, LLC

By: _____
Name: John P. Lavey
Title: Secretary



**DAKOTA GROWERS PASTA
COMPANY, INC.**

By: _____
Name: John P. Lavey
Title: Secretary




**DNA DREAMFIELDS COMPANY,
LLC**

By: _____
Name: John P. Lavey
Title: Secretary



[Signature Page to Supplement No. 1 to the Second Lien Trademark Security Agreement]

BARCLAYS BANK PLC
as Collateral Agent,

By: 
Name: Regina Tarone
Title: Managing Director

Schedule I

United States Trademarks and Trademark Applications

I. Trademarks owned by Attune Foods, LLC:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	WILLAMETTE VALLEY	Registered	88/473937	06/14/2019	5949461	12/31/2019

II. Trademarks owned by Dakota Growers Pasta Company, Inc.

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	HEALTHY HARVEST	Registered	78237851	04/15/2003	2840279	05/11/2004
United States of America	RONZONI	Registered	71554610	04/14/1948	0518709	12/13/1949
United States of America	RONZONI	Registered	73174405	06/14/1978	1201326	07/13/1982
United States of America	RONZONI	Registered	74654900	03/27/1995	2022974	12/17/1996
United States of America	RONZONI & Design	Registered	77361987	12/31/2007	4125692	04/10/2012
United States of America	RONZONI 150	Registered	85849759	02/14/2013	4503048	03/25/2014
United States of America	RONZONI 150 CALORIES	Registered	86794415	10/21/2015	5083544	11/15/2016
United States of America	RONZONI GARDEN DELIGHT	Registered	77715762	04/16/2009	3811896	06/29/2010
United States of America	RONZONI GLUTEN FREE & Design	Registered	85887366	03/27/2013	4482597	02/11/2014
United States of America	RONZONI HEALTHY HARVEST	Registered	78304047	09/23/2003	2946784	05/03/2005
United States of America	RONZONI SINCE 1915 & Design	Registered	86758104	09/16/2015	4972252	06/07/2016
United States of America	RONZONI SINCE 1915 150 CALORIES & Design	Registered	86794501	10/21/2015	5083545	11/15/2016
United States of America	RONZONI SINCE 1915 3 MINUTE PASTA & Design	Registered	88238258	12/21/2018	6119799	08/04/2020

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	RONZONI SINCE 1915 SUPERGREENS & Design	Registered	86886292	01/26/2016	5130342	01/24/2017
United States of America	RONZONI SONO BUONI	Registered	73743087	07/29/1988	1538349	05/09/1989
United States of America	RONZONI SONO BUONI-RONZONI IS SO GOOD	Registered	72221636	06/21/1965	0821366	12/27/1966
United States of America	RONZONI SUPERGREENS	Registered	87465174	05/26/2017	5436562	04/03/2018
United States of America	RONZONI THE PASTA THAT CALLS AMERICA HOME.	Registered	86102729	10/28/2013	4693189	02/24/2015
United States of America	SAME GREAT TASTE, SMARTER PASTA	Registered	77292729	10/01/2007	3828701	08/03/2010
United States of America	SMART TASTE	Registered	77976495	03/23/2007	3592893	03/17/2009
United States of America	TRIO ITALIANO	Registered	73668066	06/22/1987	1516570	12/13/1988

III. Trademarks owned by DNA Dreamfields Company, LLC

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	HEALTHY PASTA LIVING	Registered	88/819430	03/03/2020	2992994	6349478
United States of America	DREAMFIELDS D HEALTHY PASTA LIVING & Design	Registered	88/819425	03/03/2020	3337733	6349477

[Schedule 1]