

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM682829

<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>
ASPIRE BAKERIES LLC	FORMERLY ARYZTA LLC	08/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK, N.A.		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1665990	FRESH START BAKERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	18588.515118		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	10/21/2021		
<b>Total Attachments: 5</b>			
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SUPPLEMENT TO  
U.S. SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO U.S. SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 2, 2021 (this “IP Security Agreement Supplement”), by ASPIRE BAKERIES LLC (f/k/a ARYZTA LLC), a Delaware limited liability company (the “Grantor”), in favor of CITIZENS BANK, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain U.S. Second Lien Pledge and Security Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the grantors party thereto and the Administrative Agent. The Lenders have extended credit to the Company subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Aspire Bakeries Midco LLC (f/k/a Alpine US Midco LLC), Aspire Bakeries Holdings LLC (f/k/a Alpine US Bidco LLC), the Lenders from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain U.S. Second Lien Intellectual Property Security Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

**SECTION 1. *Terms.*** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference). Sections 1.03 and 1.06 of the Credit Agreement shall apply to this IP Security Agreement Supplement *mutatis mutandis*.

**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, collaterally assign, mortgage and grant to the Administrative 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 rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor, and regardless of where located (collectively, the “Additional 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;

(b) all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and

(c) 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 Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **GOVERNING LAW**. THIS IP SECURITY AGREEMENT SUPPLEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS IP SECURITY AGREEMENT SUPPLEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Counterparts*. This IP Security Agreement Supplement 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 counterpart of a signature page of this IP Security Agreement Supplement that is an Electronic Signature transmitted by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this IP Security Agreement Supplement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has duly executed this IP Security Agreement Supplement as of the day and year first above written.

ASPIRE BAKERIES LLC



By: Christopher Woo

Name: Christopher Woo

Title: SVP & General Counsel

**SCHEDULE I**

TRADEMARKS

Registered Owner	Country	Registration Number	Registration Date	Trademark
ASPIRE BAKERIES LLC	US	1665990	11/26/1991	FRESH START BAKERIES
ASPIRE BAKERIES LLC	Canada	TMA610309	5/13/2004	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	Canada	TMA416156	5/13/2004	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	Canada	TMA819078	3/5/2012	PENNANT
ASPIRE BAKERIES LLC	Canada	TMA819086	3/5/2012	 PENNANT and Design
ASPIRE BAKERIES LLC	Canada	TMA638123	4/22/2005	SUPREME INDULGENCE
ASPIRE BAKERIES LLC	Canada	TMA526089	3/30/2000	SWEET DISCOVERY
ASPIRE BAKERIES LLC	Canada	TMA697260	9/25/2007	SWEET DISCOVERY
ASPIRE BAKERIES LLC	Canada	TMA825558	6/5/2012	FRESH START BAKERIES and Design 
ASPIRE BAKERIES LLC	Canada	TMA670295	8/17/2006	OTIS
ASPIRE BAKERIES LLC	Canada	TMA691321	7/4/2007	GOTTA GET SOME
ASPIRE BAKERIES LLC	Canada	TMA416155	8/27/1993	SPUNKIES

Schedule I to Second Lien Intellectual Property Security Agreement Supplement

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**TRADEMARK**  
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**SCHEDULE II**

PATENTS

<b>Registered Owner</b>	<b>Country</b>	<b>Patent Number</b>	<b>Registration Date</b>	<b>Description</b>
ASPIRE BAKERIES LLC	US	7,932,079	4/26/2011	Apparatus for producing and handling a flowing substance
ASPIRE BAKERIES LLC	Canada	2,607,342	9/24/2013	A frame for a board (frame for a peel board)
ASPIRE BAKERIES LLC	US	8,328,175	12/11/2012	Frame for a board
ASPIRE BAKERIES LLC	Canada	2,607,339	10/1/2013	A collecting device (oven semolina removal system)
ASPIRE BAKERIES LLC	US	8,099,826	1/24/2012	Material recovery system
ASPIRE BAKERIES LLC	US	8,763,787	7/1/2014	Conveyor
ASPIRE BAKERIES LLC	Canada	2,768,630	5/30/2017	Helicalconveyor (spiral conveyor)

Schedule II to Second Lien Intellectual Property Security Agreement Supplement

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**RECORDED: 10/21/2021**

**TRADEMARK  
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