

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 to Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Boy Foods USA, Inc.		11/02/2021	Corporation: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2543652	PEANUT BETTER	
Registration Number:	4237470	REAL FOOD, REAL FAST	
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:	11/03/2021		
Total Attachments: 5			
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SUPPLEMENT NO. 2 dated as of November 2, 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 Dakota Growers Pasta Company, Inc., a North Dakota corporation, and Golden Boy Foods USA, Inc., a Delaware corporation (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.

Whereas, Supplement No. 1 dated as of August 18, 2021 to that certain Second Lien Trademark Security Agreement dated October 1, 2018 was recorded with the United States Patent and Trademark Office against certain Trademarks on August 19, 2021 at Reel/Frame 7396/05431 (Attune Foods, LLC), Reel/Frame 7396/0552 (Dakota Growers Pasta Company, Inc.), and Reel/Frame 7396/05670 (DNA Dreamfields Company, LLC).

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.

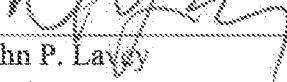
SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The 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.

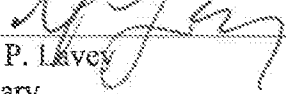
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IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

**DAKOTA GROWERS PASTA
COMPANY, INC.**

By: 
Name: John P. Lavey
Title: Secretary

GOLDEN BOY FOODS USA, INC.

By: 
Name: John P. Lavey
Title: Secretary

[Signature Page to Supplement No. 2 to the Second Lien Trademark Security Agreement]

BARCLAYS BANK PLC
as Collateral Agent,

A handwritten signature in black ink, appearing to read 'May Huang', is positioned above the signature line.

By: _____

Name: May Huang

Title: Assistant Vice President

Schedule I

United States Trademarks and Trademark Applications

I. 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	DAKOTA GROWERS PASTA CO.	Application	90/840868	07/21/2021	--	--

II. Trademarks owned by Golden Boy Foods USA, 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	PEANUT BETTER	Registered	75/187331	10/25/1996	2543652	03/05/2002
United States of America	REAL FOOD, REAL FAST	Registered	85/587432	04/03/2012	4237470	11/06/2012

[Schedule 1]