

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weston Foods US, LLC		12/10/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	4715 Tahoe Boulevard, 4th Floor		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L4W 0B4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	0614945	SAILOR BOY	
Registration Number:	5481491	M MAPLEHURST THE BAKERY SPECIALISTS	
Registration Number:	4517490	RUBSCHLAGER	
Registration Number:	4574752	RUBSCHLAGER	
Registration Number:	4577333	ALL BUT GLUTEN	
Registration Number:	4029973	LA BAGUETTERIE	
Registration Number:	4020753	LA BAGUETTERIE	
Registration Number:	3659985	MAPLEHURST	
Registration Number:	3467190	RYE-OLA	
Registration Number:	3397181	PLUSH PIPPIN	
Registration Number:	3123574	ULTIMATE PLUSH PIPPIN	
Registration Number:	2702176	COUNTRY TREATS	
Registration Number:	2864072	ACE BAKERY	
Registration Number:	2864073	ACE BAKERY	
Registration Number:	2183667	MAPLEHURST	
Registration Number:	1747286	PLUSH PIPPIN	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 0614945

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1548486
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NAME OF SUBMITTER:	Margot Tolley
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SIGNATURE:	/Margot Tolley/
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DATE SIGNED:	12/10/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of December 10, 2021, is made by Weston Foods US, LLC, an Indiana limited liability company (the "**Grantor**"), in favor of THE BANK OF NOVA SCOTIA, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "**Agent**") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a credit agreement dated as of December 10, 2021 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "**Credit Agreement**"), among the Agent, the other financial institutions party thereto from time to time, as lenders (each a "**Lender**" and collectively the "**Lenders**"), Wonder Brands Inc. and WB Frozen US, LLC, as initial borrowers (together with their successors, by amalgamation or otherwise and permitted assigns, the "**Borrowers**"), the Lenders have extended Commitments to make Advances to the Borrowers;

WHEREAS, the Grantor has agreed, pursuant to a General Security Agreement, dated as of December 10, 2021 in favor of the Agent (the "**General Security Agreement**") to guarantee the Obligations (as defined therein) of the Borrowers; and

WHEREAS, the Grantor is party to the General Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the General Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

- (a) all of its U.S. trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.

Section 3. General Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Agent pursuant to the General Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. The Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the General Security Agreement, the General Security Agreement shall govern and control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

[SIGNATURE PAGES FOLLOW]

WESTON FOODS US, LLC

By:



Name: Ojus Ajmera



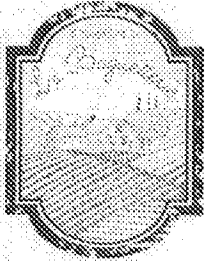
Title: Co-Chief Executive Officer


TRADEMARK

REEL: 007525 FRAME: 0569

TRADEMARKS

1. U.S. REGISTERED TRADEMARKS

Mark	Status	Filing/Reg. Date & No.	Owner
SAILOR BOY	Registered	App 14-DEC-1954 App 71678349 Reg 25-OCT-1955 Reg 0614945	WF BAKERY INC.
M MAPLEHURST THE BAKERY SPECIALISTS  MAPLEHURST <small>THE BAKERY SPECIALISTS</small>	Registered	App 15-DEC-2015 App 86849515 Reg 29-MAY-2018 Reg 5481491	WF BAKERY INC.
RUBSCHLAGER	Registered	App 12-AUG-2013 App 86035525 Reg 22-APR-2014 Reg 4517490	WF BAKERY INC.
RUBSCHLAGER 	Registered	App 12-AUG-2013 App 86035594 Reg 29-JUL-2014 Reg 4574752	WF BAKERY INC.
ALL BUT GLUTEN	Registered	App 11-OCT-2012 App 85982172 Reg 29-JUL-2014 Reg 4577333	WF BAKERY INC.
LA BAGUETTERIE	Registered	App 20-MAY-2010 App 85975491 Reg 20-SEP-2011 Reg 4029973	WF BAKERY INC.
LA BAGUETTERIE 	Registered	App 20-MAY-2010 App 85975499 Reg 30-AUG-2011 Reg 4020753	WF BAKERY INC.
MAPLEHURST	Registered	App 20-MAY-2008	WF BAKERY INC.

		App 77479335 Reg 28-JUL-2009 Reg 3659985	
RYE-OLA	Registered	App 21-NOV-2007 App 77335687 Reg 15-JUL-2008 Reg 3467190	WF BAKERY INC.
PLUSH PIPPIN 	Registered	App 20-DEC-2006 App 77068504 Reg 18-MAR-2008 Reg 3397181	WF BAKERY INC.
ULTIMATE PLUSH PIPPIN	Registered	App 16-AUG-2005 App 78693676 Reg 01-AUG-2006 Reg 3123574	WF BAKERY INC.
COUNTRY TREATS	Registered	App 18-MAR-2002 App 76382918 Reg 01-APR-2003 Reg 2702176	WF BAKERY INC.
ACE BAKERY	Registered	App 15-FEB-2002 App 76371160 Reg 20-JUL-2004 Reg 2864072	WF BAKERY INC.
ACE BAKERY 	Registered	App 15-FEB-2002 App 76371161 Reg 20-JUL-2004 Reg 2864073	WF BAKERY INC.
MAPLEHURST	Registered	App 11-APR-1997 App 75274429 Reg 25-AUG-1998 Reg 2183667	WF BAKERY INC.
PLUSH PIPPIN	Registered	App 17-DEC-1990 App 74125620 Reg 19-JAN-1993 Reg 1747286	WF BAKERY INC.

2. U.S. TRADEMARK APPLICATIONS None.