

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven-Robert Originals, LLC		12/30/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4831287	ONE-OF-A-KIND EVERY TIME	
Registration Number:	4831284	SRORIGINALS	
Registration Number:	4836830	BAKED TO BASICS	
Registration Number:	5219581	VESTA'S BAKEHOUSE	
Registration Number:	5359734	TICKLEBELLY	
Registration Number:	5497664	TICKLEBELLY CAKEBARS	
Registration Number:	5776154	TICKLEBELLY POPCAKES	
CORRESPONDENCE DATA			
Fax Number:	8662271809		
<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:	800-927-9801 x62348		
Email:	pagodoa@gmail.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	791 (CSC1 ref#: 356508)		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$190.00 4831287

SIGNATURE:	/pja/
DATE SIGNED:	12/30/2021
Total Attachments: 5 source=791 (TM Steven-Robert Originals-Second Lien)#page1.tif source=791 (TM Steven-Robert Originals-Second Lien)#page2.tif source=791 (TM Steven-Robert Originals-Second Lien)#page3.tif source=791 (TM Steven-Robert Originals-Second Lien)#page4.tif source=791 (TM Steven-Robert Originals-Second Lien)#page5.tif	

SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 30, 2021 (this "Agreement"), is made by Steven-Robert Originals, LLC, a Colorado limited liability company (the "Grantor"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 10, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE Dessert Holdings, LP, a Delaware limited partnership ("Parent Holdings"), BCPE North Star US Holdco, Inc., a Delaware corporation ("Intermediate US Holdings"), BCPE North Star Canada Holdco Inc., a British Columbia corporation ("Intermediate Canadian Holdings" and, together with Intermediate US Holdings, each an "Intermediate Holdings Entity"), BCPE North Star Canada, LLC, a Delaware limited liability company ("Canadian Silo LLC Holdings"), BCPE North Star Holdco 2, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make their Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Intermediate US Holdings, the Borrower and any other Subsidiaries of Parent Holdings that are or become a party thereto as Grantors, have executed and delivered the Second Lien Security Agreement, dated as of June 10, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Trademarks Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark

Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of the Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

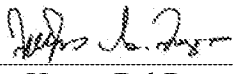
STEVEN-ROBERT ORIGINALS, LLC,
as a Grantor

By: 
Name: Paul Lapadat
Title: Chief Executive Officer

[Grant of Security Interest in Second Lien Trademark]

TRADEMARK
REEL: 007546 FRAME: 0297

ANTARES CAPITAL LP,
as the Collateral Agent


By: 
Name: Hector Del Razo
Title: Duly Authorized Signatory

[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007546 FRAME: 0298

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
ONE-OF-A-KIND EVERY TIME	86553204	04-Mar-2015	4831287	13-Oct-2015
SROriginals	86553174	04-Mar-2015	4831284	13-Oct-2015
Baked to Basics	86616963	01-May-2015	4836830	20-Oct-2015
 yesta's	86958015	30-Mar-2016	5219581	06-Jun-2017
TICKLEBELLY	87459247	22-May-2017	5359734	19-Dec-2017
ticklebelly cakebars	87685964	15-Nov-2017	5497664	19-Jun-2018
Ticklebelly Popcakes	87459275	22-May-2017	5776154	11-Jun-2019