

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adams Extract & Spice, LLC		03/03/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund IV, L.P.		
Street Address:	201 Tresser Boulevard		
Internal Address:	Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2996551	ADAMS	
Registration Number:	2941343	ADAMS BEST	
Registration Number:	3003329	ADAMS EXTRACT	
Registration Number:	3392845	ADAMS RESERVE	
Registration Number:	3413874	CARNICERIA	
Registration Number:	2918704	CLEARVAN	
Registration Number:	3602926	LIQUID = POWDER	
Registration Number:	3570985	SEAR-N-CRUST	
Registration Number:	3101308	COCINA DEL REY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$240.00 2996551

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	03/07/2022
Total Attachments: 7 source=Adams - Trademark Security Agreement (Executed)#page1.tif source=Adams - Trademark Security Agreement (Executed)#page2.tif source=Adams - Trademark Security Agreement (Executed)#page3.tif source=Adams - Trademark Security Agreement (Executed)#page4.tif source=Adams - Trademark Security Agreement (Executed)#page5.tif source=Adams - Trademark Security Agreement (Executed)#page6.tif source=Adams - Trademark Security Agreement (Executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 3, 2022, is made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), and BROOKSIDE MEZZANINE FUND IV, LP, as Agent (together with any successors thereto in such capacity, "Agent") for each of the Secured Creditors.

BACKGROUND.

Pursuant to the Subordinated Loan Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Loan Agreement"), among the Agent, Adams Flavors Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors from time to time party thereto, and the lenders from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), the Lenders have extended commitments to make Credit Extensions to and for the benefit of the Borrower.

In connection with the Loan Agreement, the Grantors, Agent and the other signatories parties thereto have executed and delivered the Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Loan Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

The Grantors have duly authorized the execution, delivery and performance of this Agreement.

It is in the best interests of the Grantors to execute this Agreement inasmuch as the Grantors will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to or for the benefit of the Borrower by Lenders pursuant to the Loan Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Loan Agreement, the Grantors agree, for the benefit of Agent and each other Secured Creditor, as follows:

SECTION 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 incorporated by reference) in the Security Agreement and the Loan Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantors do hereby mortgage, pledge and hypothecate to Agent, and grant to Agent a security interest in, for its benefit and the benefit of each Secured Creditor, all right, title, and interest of each such Grantor in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(a) all United States and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), including those trademarks registered (or subject to application with) the United States Patent and Trademark Office referred to in Item A of Schedule 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;

(b) any Trademark License, including those referred to in Item B of Schedule 1 attached hereto;

(c) all goodwill associated therewith or symbolized by the items described in, clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(e) all proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed), or any other Excluded Property (as defined in the Security Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict

SECTION 4. Release of Security Interest. Upon the fulfillment of, and in accordance with, the events and terms set forth in Section 10.9(a)(i) of the Loan Agreement, Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

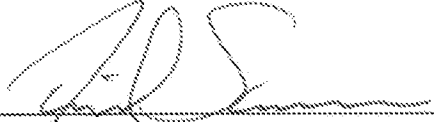
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

GRANTOR:

ADAMS EXTRACT & SPICE, LLC

By: 

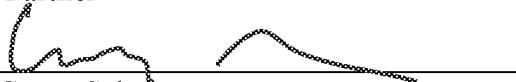
Name: Daniel Shannon

Title: President and Chief Executive Officer

AGENT

BROOKSIDE MEZZANINE FUND IV, L.P.

By: BROOKSIDE MEZZANINE PARTNERS
IV, LLC, a Delaware limited liability company, its
General Partner

By: 

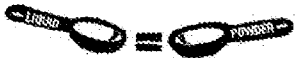
Name: Corey Sclar

Its: Managing Partner

SCHEDULE 1
to Trademark
Security Agreement

Item A. Trademarks

Registered Trademarks

Mark	Owner	Jurisdiction	Registration/ Application Number	Registration/ Application Date
ADAMS	Adams Extract & Spice, LLC	US	RN: 2996551 SN: 76571964	Filed: January 22, 2004 Registered: September 20, 2005 Last Renewal: September 20, 2015
ADAMS BEST	Adams Extract & Spice, LLC	US	RN: 2941343 SN: 76571963	Filed: January 22, 2004 Registered: April 19, 2005 Last Renewal: April 19, 2015
ADAMS EXTRACT	Adams Extract & Spice, LLC	US	RN: 3003329 SN: 76571965	Filed: January 22, 2004 Registered: October 4, 2005 Last Renewal: October 4, 2015
ADAMS RESERVE	Adams Extract & Spice, L.L.C.	US	RN: 3392845 SN: 78557106	Filed: January 31, 2005 Registered: March 4, 2008 Last Renewal: March 4, 2018
CARNICERIA (stylized) CARNICERIA	Adams Extract & Spice, LLC	US	RN: 3413874 SN: 76675393	Filed: April 12, 2007 Registered: April 22, 2008 Last Renewal: April 22, 2018
CLEARVAN	Adams Extract & Spice, LLC	US	RN: 2918704 SN: 76571962	Filed: January 22, 2004 Registered: January 18, 2005 Last Renewal: January 18, 2015
LIQUID = POWDER (and design) 	Adams Extract & Spice, LLC	US	RN: 3602926 SN: 76675394	Filed: April 12, 2007 Registered: April 7, 2009 Last Renewal: April 7, 2019
SEAR-N-CRUST (stylized) SEAR-N-CRUST	Adams Extract & Spice, LLC	US	RN: 3570985 SN: 76683301	Filed: October 25, 2007 Registered: February 10, 2009 Last Renewal: February 10, 2019
COCINA DEL REY	Adams Extract &	US	RN: 3101308 SN: 76597396	Filed: June 15, 2004 Registered: June 6, 2006

	Spice, LLC			Last Renewal: June 6, 2016
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Trademark Applications

None.

Item B. Trademark Licenses

None.