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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM725689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kodiak Cakes, LLC		05/03/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Collateral Agent	
Street Address:	200 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10166	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Registration Number:	6443183	PARK KODIAK CITY		
Registration Number:	6443182	KODIAK PARK CITY		
Registration Number:	6443150	CRAFTED WITH 100% WHOLE GRAINS PARK KODI		
Registration Number:	6441657	KODIAK		
Registration Number:	6639628	KODIAK PARK CITY		
Registration Number:	6639629	100% WHOLE GRAINS KODIAK PARK CITY		

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 12129061216

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:	053644-0287
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	05/04/2022

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Total Attachments: 5

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TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of May 3, 2022, (this "Agreement"), among Kodiak Cakes, LLC (the "Grantor") and Golub Capital LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower (as defined in the Credit Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Frontier Foods Merger Sub, LLC, a Delaware limited liability company (the "Initial Borrower"), Kodiak Cakes, LLC, a Delaware limited liability company ("Kodiak", and, upon and immediately following the consummation of the Acquisition, the "Borrower"), Frontier Foods Guarantor, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, and Golub Capital LLC, as administrative agent and collateral agent for the Lenders, and as lead arranger and bookrunner. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 or the Credit Agreement, as applicable.

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 and grant 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 its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "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, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and
- b) all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

TRADEMARK REEL: 007712 FRAME: 0026 SECTION 3. **Security 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Electronic Execution**. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

TRADEMARK REEL: 007712 FRAME: 0027 IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KODIAK CAKES, LLC, as a Grantor

Name: Nathan Lord

Title: Chief Financial Officer

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GOLUB CAPITAL LLC, as the Collateral Agent

Name: Marc C. Robinson

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

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SCHEDULE I

TRADEMARKS

RECORDED: 05/04/2022

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PARK KODIAK CITY	90316236	11/12/2020	6443183	8/3/2021	Kodiak Cakes, LLC
KODIAK PARK CITY	90316230	11/12/2020	6443182	8/3/2021	Kodiak Cakes, LLC
CRAFTED WITH 100% WHOLE GRAINS PARK KODIAK CITY	90244611	10/9/2020	6443150	8/3/2021	Kodiak Cakes, LLC
KODIAK	88403983	4/26/2019	6441657	8/3/2021	Kodiak Cakes, LLC
KODIAK PARK CITY	88404012	4/26/2019	6639628	2/8/2022	Kodiak Cakes, LLC
KODIAK PARK CITY 100% WHOLE GRAINS	88404043	4/26/2019	6639629	2/8/2022	Kodiak Cakes, LLC

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