

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SUPPLEMENT FOR TRADEMARKS - ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.W. Garcia Co., Inc.		05/19/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3700305	MIXTBAG	
Registration Number:	4932336	R W GARCIA	
Registration Number:	5159917	R W GARCIA	
Registration Number:	5670271	RW GARCIA	
Registration Number:	5670272	RW GARCIA	
Registration Number:	5904965	TRAVELING SNAX	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1689971 ABL		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	05/19/2022		

OP \$165.00 3700305

Total Attachments: 6

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SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS

SUPPLEMENT NO. 5 (this “Supplement”) dated as of May 18, 2022, to the ABL Security Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors as defined therein, and BANK OF AMERICA, N.A. (“Bank of America”) as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”).

A. Reference is made to that certain ABL Credit Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the “Administrative Borrower”), GOLDEN FLAKE SNACK FOODS, INC., a Delaware corporation (a “Co-Borrower” and together with any Additional Borrowers from time to time party thereto and the Administrative Borrower, the “Borrowers”), Parents, MANUFACTURERS AND TRADERS TRUST COMPANY, as L/C Issuer, and BANK OF AMERICA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), L/C Issuer and Swing Line Lender, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrowers and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 5.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken

together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the ABL Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the ABL Collateral, including all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule I hereto (excluding any Excluded Property).

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the ABL Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.


SECTION 13. Reimbursement of the Collateral Agent’s expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

R.W. GARCIA CO., INC.

a Nevada corporation,
as a New Grantor

By: 
Theresa Shea (May 11, 2022 10:15 EDT)
Name: Theresa R. Shea
Title: Executive Vice President, General Counsel and
Corporate Secretary

Jurisdiction of Formation/Incorporation:
-- Nevada

Address Of Chief Executive Office:
-- 900 High Street, Hanover, PA, 17331

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
TO SUPPLEMENT NO. 5 TO THE
ABL SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
MIXTBAG	77658724	28-JAN-2009	3700305	20-OCT-2009	R.W. Garcia Co., Inc.
R W GARCIA	86741249	28-AUG-2015	4932336	05-APR-2016	R.W. Garcia Co., Inc.
R W GARCIA	87110937	20-JUL-2016	5159917	14-MAR-2017	R.W. Garcia Co., Inc.
RW GARCIA	88009804	21-JUN-2018	5670271	05-FEB-2019	R.W. Garcia Co., Inc.
RW GARCIA	88009821	21-JUN-2018	5670272	05-FEB-2019	R.W. Garcia Co., Inc.
TRAVELING SNAX	88181891	05-NOV-2018	5904965	05-NOV-2019	R.W. Garcia Co., Inc.