

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		07/01/2022	CHARTERED BANK: NEW YORK

RECEIVING PARTY DATA

Name:	CERBERUS BUSINESS FINANCE AGENCY, LLC
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	5796165	CHEESE LOVERS MIX
Registration Number:	4555087	CORNFIELDS
Registration Number:	6065586	FRYMASTERS
Registration Number:	6081427	FRY MASTERS
Registration Number:	6184247	FRY MASTERS CRISPY CRUNCHY FRIES
Registration Number:	4309431	G.H. CRETORS
Registration Number:	4770298	HI I'M SKINNY QUINOA STICKS
Registration Number:	5349664	JUST THE CARAMEL
Registration Number:	5683034	JUST THE CHEESE
Registration Number:	5667612	OBSESSIVELY DELICIOUS
Registration Number:	5922206	PEANUT BUTTER LOVERS MIX
Registration Number:	0911254	SKINNY
Registration Number:	4019199	SKINNY
Registration Number:	3820740	SKINNY STICKS
Registration Number:	6317102	WE FREED THE FRY!
Registration Number:	6296827	BIG TIME BUTTER
Registration Number:	5197287	CARAMEL & CHEESE CHICAGO FAIR POPCORN
Registration Number:	6310550	CAS'S CHEESERIFFIC CHEESE

CH \$1590.00 5796165

Property Type	Number	Word Mark
Registration Number:	6296828	CHEESERIFFIC CHEESE
Registration Number:	5206290	CHICAGO FAIR
Registration Number:	5197286	CHICAGO FAIR
Registration Number:	6109222	
Registration Number:	6109224	
Registration Number:	6109212	
Registration Number:	6109214	
Registration Number:	3259218	DRIZZLECORN
Registration Number:	2617186	EAGLE BRAND
Registration Number:	0137954	
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.
Registration Number:	6053639	EAGLE FOODS
Registration Number:	6053641	EAGLE FOODS
Registration Number:	6390549	KIT'S KOOKY KETTLE
Registration Number:	1148083	MAGNOLIA BRAND
Registration Number:	2425181	MAKE MAGIC IN MINUTES
Registration Number:	0682615	MILNOT
Registration Number:	0962190	MILNOT
Registration Number:	5116813	ORIGINAL MOVIE THEATER POPCORN
Registration Number:	5207084	ORIGINAL MOVIE THEATER POPCORN CRISPY CR
Registration Number:	0728611	PET
Registration Number:	5478652	PET
Registration Number:	0088285	PET
Registration Number:	3904072	POPCORN, INDIANA
Registration Number:	6176081	POPCORN INDIANA
Registration Number:	6154403	POPCORN INDIANA
Registration Number:	3209833	POPCORN, INDIANA
Registration Number:	5116031	REAL PLACE. REAL FLAVOR.
Registration Number:	1140479	SUNSHINE
Registration Number:	1250578	SUNSHINE
Registration Number:	1150549	SUNSHINE
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE
Registration Number:	4841799	
Registration Number:	4246131	
Registration Number:	5101803	WE LIVE FOR POPCORN
Registration Number:	5101809	WELCOME TO POPCORN, INDIANA POPULATION 4
Registration Number:	5110929	TWIGGY POP
Registration Number:	5134847	THE MIX

Property Type	Number	Word Mark
Serial Number:	88400831	CHOMP POP
Serial Number:	88400930	FREAKY POP
Serial Number:	88539030	
Serial Number:	88767369	MAGNOLIA
Serial Number:	88846558	KOOKY KETTLE
Serial Number:	90309264	MAGNOLIA
Serial Number:	90431067	MONSTER POP! BY POPCORN INDIANA

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-2111
NAME OF SUBMITTER:	Scott Kareff (014951-2111)
SIGNATURE:	/kc for sk/
DATE SIGNED:	07/02/2022

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of July 1, 2022 (the “**Effective Date**”), is by and among GOLDMAN SACHS BANK USA (the “**Existing Agent**”), in its capacity as collateral agent under the Credit Agreement (as defined below) and CERBERUS BUSINESS FINANCE AGENCY, LLC (the “**New Collateral Agent**”), in its capacity as new collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of July 23, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among EAGLE FAMILY FOODS GROUP LLC, a Delaware limited liability company (the “**Borrower**”), EAGLE FAMILY FOODS GROUP INTERMEDIATE, LLC, a Delaware limited liability company (“**Holding**”), the Lenders party thereto, and the Existing Agent, as Administrative Agent and Collateral Agent.

Reference is also made to that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of July 23, 2021 and recorded with the United States Patent and Trademark Office on July 23, 2021 at Reel/Frame No. 7364/0037 (the “**Intellectual Property Security Agreement**”), among the Borrower and CORNFIELDS, LLC, (collectively, the “**Grantors**”) and the Existing Agent, pursuant to which the Grantors have granted to the Existing Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

Whereas, the Existing Agent, the New Collateral Agent, the Borrower, Holdings, Intermediate Holdings and each other Loan Party have entered into that certain Agency Transfer Agreement (“**Agency Transfer Agreement**”) dated as of the date hereof, pursuant to which the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the New Collateral Agent has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents.

Whereas, as of the Effective Date, pursuant to the terms of the Agency Transfer Agreement, the Existing Agent assigns to the New Collateral Agent each of the Liens and security interests granted to the Existing Agent under the Credit Agreement and the other Loan Documents and the New Collateral Agent accepts all such Liens and security interests, for its benefit and for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Intellectual Property Security Agreement shall have the meanings given to such terms in the Intellectual Property Security Agreement and capitalized terms not otherwise defined shall have the meanings ascribed to them in the Agency Transfer Agreement.

2. Assignment of Security Interest in Trademarks. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns and transfers to the New Collateral Agent for the benefit of the Secured Parties all right, title and interest in and to all security interests and liens on the Trademarks granted to the Existing Agent, including, without limitation, all of the Existing Agent's security interests and liens (including pursuant to the Intellectual Property Security Agreement) on the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith (the "**Assignment**").

3. Purpose. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. This Assignment is provided in connection with the Agency Transfer Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Agency Transfer Agreement, the terms of the Agency Transfer Agreement shall control.

4. Further Assurances. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the New Collateral Agent, and at the sole expense of Holdings and the Grantors, any and all such further instruments and documents and take such further reasonable action as the New Collateral Agent may reasonably deem necessary.


5. Execution in Counterparts. This Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Assignment of Intellectual Property Security Agreement.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

GOLDMAN SACHS BANK USA
as Existing Agent

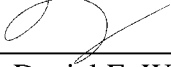
By: 
Name: Gabriella Skirnick
Title: Authorized Signatory

[ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007769 FRAME: 0209

Acknowledged and Agreed to as of
the date hereof by:

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as New Administrative Agent and New Collateral Agent

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement Amendment]

RECORDED: 07/02/2022

TRADEMARK
REEL: 007769 FRAME: 0210