

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dianne's Fine Desserts, Inc.		01/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as the Collateral Agent		
Street Address:	500 W. Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4512377	DIANNE'S FINE DESSERTS	
Registration Number:	4499433	THE ULTIMATE EXPRESSION OF A FINE DESSER	
Registration Number:	4322185	DIANNE'S FINE DESSERTS	
Registration Number:	3500755	DIANNE'S	
Registration Number:	3384555	ALDEN MERRELL	
Registration Number:	3401070	@	
Registration Number:	2804725	THE ORIGINAL GOURMET CHEESECAKE WORLD'S	
Registration Number:	2132069		
Registration Number:	2103222	ALDEN MERRELL	
Registration Number:	2142091	@	
Registration Number:	2103238	ALDEN MERRELL	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		

CH \$290.00 4512377

Address Line 4:	Washington, D.C. 20005
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	01/30/2023
Total Attachments: 6 source=1-30-2023 Diannes 1-TM#page2.tif source=1-30-2023 Diannes 1-TM#page3.tif source=1-30-2023 Diannes 1-TM#page4.tif source=1-30-2023 Diannes 1-TM#page5.tif source=1-30-2023 Diannes 1-TM#page6.tif source=1-30-2023 Diannes 1-TM#page7.tif	

FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of January 26, 2023 (this "Agreement"), is made by Dianne's Fine Desserts, Inc., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First 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, Antares Holdings LP, as the Swingline Lender and a Lender, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Parent Holdings, the Borrower and the other Restricted Subsidiaries, as applicable, 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 First 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, the 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, the Swingline Lender and each Letter of Credit Issuer to make their respective Extensions of Credit to Parent Holdings, the Borrower and the other Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Parent Holdings and/or the Restricted Subsidiaries, the 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 the 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.

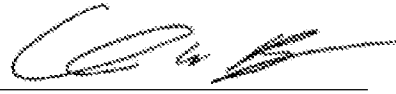
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the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

DIANNE'S FINE DESSERTS, INC.,
as a Grantor

By: 

Name: Chris Rogers


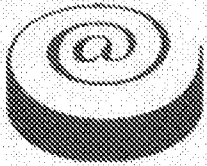

Title: Chief Financial Officer



ANTARES CAPITAL LP,
as the Collateral Agent

By: John T. Rinciari
Name: John T. Rinciari
Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
 DIANE'S FINE DESSERTS and Design	Dianne's Fine Desserts, Inc.	85881056	20-Mar- 2013	4512377	08-Apr- 2014
THE ULTIMATE EXPRESSION OF A FINE DESSERT	Dianne's Fine Desserts, Inc.	85881172	20-Mar- 2013	4499433	18-Mar- 2014
DIANNE'S FINE DESSERTS	Dianne's Fine Desserts, Inc.	85630589	21-May- 2012	4322185	April 16, 2013
DIANNE'S	Dianne's Fine Desserts, Inc.	77204895	13-Jun- 2007	3500755	16-Sep- 2008
ALDEN MERRELL	Dianne's Fine Desserts, Inc.	77203500	12-Jun- 2007	3384555	19-Feb- 2008
 Design Only	Dianne's Fine Desserts, Inc.	77203811	12-Jun- 2007	3401070	25-Mar- 2008
 THE ORIGINAL GOURMET CHEESECAKE WORLD'S BEST CHEESECAKE EST. 1957 and Design	Dianne's Fine Desserts, Inc.	78138500	25-Jun- 2002	2804725	13-Jan- 2004

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
 Design Only	Dianne's Fine Desserts, Inc.	75170818	24-Sep- 1996	2132069	27-Jan- 1998
ALDEN MERRELL	Dianne's Fine Desserts, Inc.	75170817	24-Sep- 1996	2103222	07-Oct- 1997
 Design Only	Dianne's Fine Desserts, Inc.	75171067	24-Sep- 1996	2142091	10-Mar- 1998
ALDEN MERRELL	Dianne's Fine Desserts, Inc.	75172088	24-Sep- 1996	2103238	07-Oct- 1997