

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 5 to First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DNA Dreamfields Company, LLC		08/01/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7068897	THE DREAM IS REAL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
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:	039269-0580		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/01/2023		
Total Attachments: 5			
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SUPPLEMENT NO. 5 dated as of August 1, 2023 (this “**Supplement**”) to that certain First Lien Trademark Security Agreement dated as of October 1, 2018 (as it may be amended, restated, amended and restated or otherwise modified from time to time, this “**Agreement**”), between DNA Dreamfields Company, LLC, an Ohio limited liability company (“**Grantor**”) and BARCLAYS BANK PLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Pledge and Security Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among 8th AVENUE FOOD & PROVISIONS, INC., a Missouri corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, and (b) the First Lien Credit Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent.

Whereas, under the terms and conditions set forth in the Security Agreement, Grantor has granted a continuing security interest in any filed application for registration or acquired application or registration (in each case after the Closing Date) of any Trademark with the United States Patent and Trademark Office, or any similar office or agency, to the Collateral Agent for the benefit of the Secured Parties and have agreed as a condition thereof, upon the request of the Collateral Agent, to execute and deliver this Supplement to evidence the Collateral Agent’s security interest in such Trademarks and General Intangibles of such Grantor relating thereto and represented thereby.

Whereas, Supplement No. 1 dated as of August 18, 2021 to that certain First Lien Trademark Security Agreement dated as of October 1, 2018 was recorded with the United States Patent and Trademark Office against certain Trademarks on August 19, 2021 at Reel/Frame 7396/0544 (Attune Foods, LLC), Reel/Frame 7396/0523 (Dakota Growers Pasta Company, Inc.), and Reel/Frame 7396/0562 (DNA Dreamfields Company, LLC).

Whereas, Supplement No. 2 dated as of November 2, 2021 to that certain First Lien Trademark Security Agreement dated as of October 1, 2018 was recorded with the United States Patent and Trademark Office against certain Trademarks on November 3, 2021 at Reel/Frame 7482/0225 (Dakota Growers Pasta Company, Inc), and Reel/Frame 7482/0246 (Golden Boy Foods USA, Inc.).

Whereas, Supplement No. 3 dated as of July 25, 2022 to that certain First Lien Trademark Security Agreement dated as of October 1, 2018 was recorded with the United States Patent and Trademark Office against certain Trademarks on July 26, 2022 at Reel/Frame 7801/0521 (DNA Dreamfields Company, LLC).

Whereas, Supplement No. 4 dated January 23, 2023 to that certain First Lien Trademark Security Agreement dated as of October 1, 2018 was recorded with the United States Patent and Trademark Office against certain Trademarks on January 24, 2023 at Reel/Frame 7974/0414 (Dakota Growers Pasta Company, Inc.)

Accordingly, 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. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, Grantor, hereby pledges, mortgages, hypothecates and grants 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 such Grantor's right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the "**Trademark Collateral**"): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner for Trademarks record this 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. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

DNA DREAMFIELDS COMPANY,
LLC

By: 

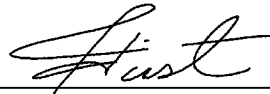
Name: John P. Lavey

Title: Secretary

[Signature Page to Supplement No. 5 to the First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008152 FRAME: 0204

BARCLAYS BANK PLC
as Collateral Agent,

By: 
Name: Thierry Ormejuste
Title: Assistant Vice President

Schedule I

United States Trademarks and Trademark Applications

I. Trademarks owned by DNA Dreamfields Company, LLC:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United States of America	THE DREAM IS REAL	Registered	88/853062	2020-03-30	7068897	2023-05-30

[Schedule 1]