

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sugar Foods LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Serial Number:	87222807	BELLAGUSTO	
Serial Number:	87811354	CAFÉ DELIGHT	
Serial Number:	78510375	CAFE' DELIGHT	
Serial Number:	87449217	CAFE' DELIGHT	
Serial Number:	87814050	CAFÉ DELIGHT	
Serial Number:	87245657	CAFÉ DELIGHT	
Serial Number:	87448169	CAFÉ DELIGHT	
Serial Number:	86873964	CHEESE PAIRS	
Serial Number:	77003283	CHEF'S FINEST	
Serial Number:	78659666	CHEF'S FINEST	
Serial Number:	78820503	CHEF'S FINEST	
Serial Number:	75227261	CRISP 'N FRESH	
Serial Number:	88247937	CRISPY DILLIES	
Serial Number:	72036551	CUBBISON'S	
Serial Number:	88160075	CUBBISON'S	
Serial Number:	86390722	ECOSTICK	
Serial Number:	78836538	FLAVOR GOURMET	
Serial Number:	86018371	FLAVOR GOURMET	
Serial Number:	76161101	FRESH GOURMET	

OP \$1140.00 87222807

Property Type	Number	Word Mark
Serial Number:	77842537	FRESH GOURMET
Serial Number:	86513269	FRESH GOURMET
Serial Number:	97975490	GARNICHE
Serial Number:	74451572	GOLD 'N NATURAL
Serial Number:	75020222	GOLD'N NATURAL
Serial Number:	85715722	GUPPIES
Serial Number:	87076371	HOME BREW
Serial Number:	78866352	ISLAND CRYSTALS
Serial Number:	77012648	KITCHEN FIXIN'S
Serial Number:	77385233	KITCHEN FIXIN'S
Serial Number:	87136563	LESS WASTE SAME SWEET TASTE
Serial Number:	85464286	MRS. CUBBISON'S
Serial Number:	73208404	MRS. CUBBISON'S
Serial Number:	86319638	MUSSO'S
Serial Number:	73708811	N JOY
Serial Number:	74482860	N JOY
Serial Number:	85917740	N'JOY
Serial Number:	74062059	N'JOY
Serial Number:	77842463	NJOY
Serial Number:	85733506	POURS THE PERFECT PORTION
Serial Number:	73418826	SUPER SNAX
Serial Number:	86776026	THE BEST THING SINCE SLICED CHEESE
Serial Number:	85117631	THE BETTER CHIP
Serial Number:	88398404	THE BETTER CHIP
Serial Number:	86894367	THE BETTER CHIP CHEESE PAIRS
Serial Number:	85722802	THE FLAVOR'S INSIDE

CORRESPONDENCE DATA

Fax Number: 4045725100

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: (404) 572-3117

Email: aquinn@KSLAW.com

Correspondent Name: Alanna Quinn

Address Line 1: 1180 Peachtree St NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Alanna Quinn

SIGNATURE: /s/ Alanna Quinn

DATE SIGNED:	10/02/2023
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Total Attachments: 9

- source=Project Swifty - Trademark Security Agreement - Executed#page1.tif
- source=Project Swifty - Trademark Security Agreement - Executed#page2.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Sugar Foods LLC, a Delaware limited liability company and successor by merger to Sugar Foods Corporation, a New York corporation (“**Grantor**”), in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, Grantor is party to the Security Agreement, dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between Grantor and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A

hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided that* the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, and make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUGAR FOODS LLC, a Delaware limited liability company

By: *Andrea Brule*
Name: Andrea Brule
Title: President

ANTARES CAPITAL LP, as Collateral Agent

Patrick Watson

By: _____

Name: Patrick Watson

Title: Duly Authorized Signatory


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>
<u>BELLAGUSTO</u>	<u>USA</u>	<u>87222807</u> <u>01-Nov-2016</u>	<u>6091252</u> <u>30-Jun-2020</u>	Sugar Foods LLC
<u>CAFE' DELIGHT</u>	<u>USA</u>	<u>87811354</u> <u>26-Feb-2018</u>	<u>5555767</u> <u>04-Sep-2018</u>	Sugar Foods LLC
<u>CAFE' DELIGHT</u>	<u>USA</u>	<u>78510375</u> <u>03-Nov-2004</u>	<u>3089616</u> <u>05-May-2006</u>	Sugar Foods LLC
<u>CAFE' DELIGHT</u>	<u>USA</u>	<u>87449217</u> <u>15-May-2017</u>	<u>5650146</u> <u>08-Jan-2019</u>	Sugar Foods LLC
<u>CAFE' DELIGHT</u>	<u>USA</u>	<u>87814050</u> <u>28-Feb-2018</u>	<u>5555786</u> <u>04-Sep-2018</u>	Sugar Foods LLC
<u>CAFE' DELIGHT & Design</u> 	<u>USA</u>	<u>87245657</u> <u>22-Nov-2016</u>	<u>6008257</u> <u>10-Mar-2020</u>	Sugar Foods LLC
<u>CAFE' DELIGHT & Design</u> 	<u>USA</u>	<u>87448169</u> <u>12-May-2017</u>	<u>5633713</u> <u>18-Dec-2018</u>	Sugar Foods LLC
<u>CHEESE PAIRS</u>	<u>USA</u>	<u>86873964</u> <u>13-Jan-2016</u>	<u>5097542</u> <u>06-Dec-2016</u>	Sugar Foods LLC
<u>CHEF'S FINEST</u>	<u>USA</u>	<u>77003283</u> <u>20-Sep-2006</u>	<u>3595259</u> <u>24-Mar-2009</u>	Sugar Foods LLC
<u>CHEF'S FINEST</u>	<u>USA</u>	<u>78659666</u> <u>28-Jun-2005</u>	<u>3392955</u> <u>04-Mar-2008</u>	Sugar Foods LLC
<u>CHEF'S FINEST</u>	<u>USA</u>	<u>78820503</u> <u>22-Feb-2006</u>	<u>3604440</u> <u>07-Apr-2009</u>	Sugar Foods LLC
<u>CRISP 'N FRESH</u>	<u>USA</u>	<u>75227261</u> <u>17-Jan-1997</u>	<u>2169136</u> <u>30-Jun-1998</u>	Sugar Foods LLC
<u>CRISPY DILLIES</u>	<u>USA</u>	<u>88247937</u> <u>03-Jan-2019</u>	<u>5916586</u> <u>19-Nov-2019</u>	Sugar Foods LLC
<u>CUBBISON'S</u>	<u>USA</u>	<u>72036551</u> <u>03-Sep-1957</u>	<u>0671912</u> <u>30-Dec-1958</u>	Sugar Foods LLC
<u>CUBBISON'S</u>	<u>USA</u>	<u>88160075</u> <u>18-Oct-2018</u>	<u>6821324</u> <u>16-Aug-2022</u>	Sugar Foods LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>
<u>ECOSTICK</u>	<u>USA</u>	<u>86390722</u> <u>10-Sep-2014</u>	<u>5003970</u> <u>19-Jul-2016</u>	Sugar Foods LLC
<u>FLAVOR GOURMET</u>	<u>USA</u>	<u>78836538</u> <u>14-Mar-2006</u>	<u>3278184</u> <u>07-Aug-2007</u>	Sugar Foods LLC
<u>FLAVOR GOURMET</u>	<u>USA</u>	<u>86018371</u> <u>24-Jul-2013</u>	<u>4501176</u> <u>25-Mar-2014</u>	Sugar Foods LLC
<u>FRESH GOURMET</u>	<u>USA</u>	<u>76161101</u> <u>07-Nov-2000</u>	<u>2496296</u> <u>09-Oct-2001</u>	Sugar Foods LLC
<u>FRESH GOURMET</u>	<u>USA</u>	<u>77842537</u> <u>06-Oct-2009</u>	<u>3792849</u> <u>25-May-2010</u>	Sugar Foods LLC
<u>FRESH GOURMET</u>	<u>USA</u>	<u>86513269</u> <u>24-Jan-2015</u>	<u>4883009</u> <u>05-Jan-2016</u>	Sugar Foods LLC
<u>GARNICHE</u>	<u>USA</u>	<u>97975490</u> <u>09-Jan-2022</u>	<u>7045007</u> <u>02-May-2023</u>	Sugar Foods LLC
<u>GOLD 'N NATURAL</u>	<u>USA</u>	<u>74451572</u> <u>27-Oct-1993</u>	<u>1906728</u> <u>18-Jul-1995</u>	Sugar Foods LLC
<u>GOLD 'N NATURAL & Design</u> 	<u>USA</u>	<u>75020222</u> <u>15-Nov-1995</u>	<u>2168796</u> <u>30-Jun-1998</u>	Sugar Foods LLC
<u>GUPPIES</u>	<u>USA</u>	<u>85715722</u> <u>29-Aug-2012</u>	<u>4273699</u> <u>08-Jan-2013</u>	Sugar Foods LLC
<u>HOME BREW</u>	<u>USA</u>	<u>87076371</u> <u>18-Jun-2016</u>	<u>5347224</u> <u>28-Nov-2017</u>	Sugar Foods LLC
<u>ISLAND CRYSTALS</u>	<u>USA</u>	<u>78866352</u> <u>20-Apr-2006</u>	<u>3374193</u> <u>22-Jan-2008</u>	Sugar Foods LLC
<u>KITCHEN FIXIN'S</u>	<u>USA</u>	<u>77012648</u> <u>03-Oct-2006</u>	<u>3595276</u> <u>24-Mar-2009</u>	Sugar Foods LLC
<u>KITCHEN FIXIN'S</u>	<u>USA</u>	<u>77385233</u> <u>31-Jan-2008</u>	<u>3495611</u> <u>02-Sep-2008</u>	Sugar Foods LLC
<u>LESS WASTE SAME SWEET TASTE & Design</u> 	<u>USA</u>	<u>87136563</u> <u>12-Aug-2016</u>	<u>5133891</u> <u>31-Jan-2017</u>	Sugar Foods LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>
<u>MRS. CUBBISON'S</u>	<u>USA</u>	<u>85464286</u> <u>04-Nov-2011</u>	<u>4251338</u> <u>27-Nov-2012</u>	Sugar Foods LLC
<u>MRS. CUBBISON'S (Stylized Letters)</u> <i>Mrs. Cubbison's</i>	<u>USA</u>	<u>73208404</u> <u>22-Mar-1979</u>	<u>1228638</u> <u>22-Feb-1983</u>	Sugar Foods LLC
<u>MUSSO'S</u>	<u>USA</u>	<u>86319638</u> <u>25-Jun-2014</u>	<u>4989174</u> <u>28-Jun-2016</u>	Sugar Foods LLC
<u>N JOY & Design</u> 	<u>USA</u>	<u>73708811</u> <u>01-Feb-1988</u>	<u>1511131</u> <u>01-Nov-1988</u>	Sugar Foods LLC
<u>N JOY & Design</u> 	<u>USA</u>	<u>74482860</u> <u>26-Jan-1994</u>	<u>1875447</u> <u>24-Jan-1995</u>	Sugar Foods LLC
<u>N'JOY</u>	<u>USA</u>	<u>85917740</u> <u>29-Apr-2013</u>	<u>4539996</u> <u>27-May-2014</u>	Sugar Foods LLC
<u>N'JOY & Design</u> 	<u>USA</u>	<u>74062059</u> <u>17-May-1990</u>	<u>1647543</u> <u>11-Jun-1991</u>	Sugar Foods LLC
<u>NJOY</u>	<u>USA</u>	<u>77842463</u> <u>06-Oct-2009</u>	<u>3790170</u> <u>18-May-2010</u>	Sugar Foods LLC
<u>POURS THE PERFECT PORTION</u>	<u>USA</u>	<u>85733506</u> <u>20-Sep-2012</u>	<u>4832188</u> <u>13-Oct-2015</u>	Sugar Foods LLC
<u>SUPER SNAX</u>	<u>USA</u>	<u>73418826</u> <u>25-Mar-1983</u>	<u>1299759</u> <u>09-Oct-1984</u>	Sugar Foods LLC
<u>THE BEST THING SINCE SLICED CHEESE</u>	<u>USA</u>	<u>86776026</u> <u>02-Oct-2015</u>	<u>5710019</u> <u>26-Mar-2019</u>	Sugar Foods LLC
<u>THE BETTER CHIP</u>	<u>USA</u>	<u>85117631</u> <u>27-Aug-2010</u>	<u>3991337</u> <u>05-Jul-2011</u>	Sugar Foods LLC
<u>THE BETTER CHIP</u>	<u>USA</u>	<u>88398404</u> <u>23-Apr-2019</u>	<u>5880164</u> <u>08-Oct-2019</u>	Sugar Foods LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>
<u>THE BETTER CHIP CHEESE PAIRS & Design</u> 	USA	86894367 02-Feb-2016	5102230 13-Dec-2016	Sugar Foods LLC
<u>THE FLAVOR'S INSIDE</u>	USA	85722802 07-Sep-2012	4401585 10-Sep-2013	Sugar Foods LLC