

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866497

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspire Bakeries LLC		12/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent and collateral agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	5307708	B 1989 LA BREA BAKERY	
Registration Number:	2327028	B LABREA BAKERY	
Registration Number:	5092620	B LA BREA BAKERY RESERVE	
Registration Number:	3978178	CHIPPERY	
Registration Number:	4086333	CHIPPERY	
Registration Number:	3225834	DELICIOUS ESSENTIALS	
Registration Number:	3356841	LA BACCIA	
Registration Number:	2327029	LA BREA BAKERY	
Registration Number:	2486112	LA BREA BAKERY CAFE	
Registration Number:	3152520	LA FRANCAISE BAKERY	
Registration Number:	4876015	NO FUNKY STUFF	
Registration Number:	5187364	ONLY FOR EVERYONE	
Registration Number:	2913462	OTIS	
Registration Number:	2822599	OTIS	
Registration Number:	3848392	OTIS SPUNKMEYER	
Registration Number:	2786183	OTIS SPUNKMEYER	
Registration Number:	1758569	OTIS SPUNKMEYER	
Registration Number:	1353152	OTIS SPUNKMEYER	
Registration Number:	5449572	OTIS SPUNKMEYER	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3897275	OTIS SPUNKMEYER SUPREME
Registration Number:	4328584	OTIS SPUNKMEYER SUPREME
Registration Number:	2314803	PENNANT
Registration Number:	2272417	PENNANT
Registration Number:	691390	PENNANT
Registration Number:	1732155	PENNANT
Registration Number:	3906047	PENNANT
Registration Number:	2913949	SUPREME INDULGENCE
Registration Number:	3213190	SWEET DISCOVERY
Registration Number:	2350648	SWEET DISCOVERY
Registration Number:	2704419	VALUE ZONE
Registration Number:	5106270	WHEAT WITH A PURPOSE
Registration Number:	5106271	WHEAT WITH A PURPOSE
Registration Number:	2419375	GOT COOKIES?
Registration Number:	2540932	SWEET BITES
Registration Number:	2839496	SWEET LIFE
Registration Number:	2816996	SWEET LIFE
Registration Number:	1665990	FRESH START BAKERIES
Registration Number:	6932227	ASPIRE BAKERIES
Registration Number:	6932228	A ASPIRE BAKERIES
Registration Number:	6707844	B
Registration Number:	6707845	B LA BREA BAKERY
Registration Number:	7053336	BAKER'S BLISS
Registration Number:	5336894	CROTILLA
Registration Number:	7139028	LA FRANCAISE
Serial Number:	90363358	FRESH START BAKERIES
Serial Number:	90363366	FSB
Serial Number:	90708867	ASPIRE BAKERIES
Serial Number:	90773049	A ASPIRE BAKERIES
Serial Number:	97566276	LA FRANCAISE · BAKERY ·
Serial Number:	90773075	RISING TOGETHER

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

TRADEMARK

REEL: 008310 FRAME: 0768

Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 46127.00050

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/08/2024

Total Attachments: 10

source=Aspire - US IP Security Agreement_2023 [Executed]#page1.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page2.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page3.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page4.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page5.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page6.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page7.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page8.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page9.tif
source=Aspire - US IP Security Agreement_2023 [Executed]#page10.tif

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 22, 2023 (this “Agreement”), by Aspire Bakeries LLC (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

Reference is made to that certain U.S. Pledge and Security Agreement, dated as of December 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders and the Issuing Banks have extended credit to the Borrowers subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Aspire Bakeries Midco LLC, Aspire Bakeries Holdings LLC, the Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 (including any terms defined therein by reference). Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative 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 its rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- (b) all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- (c) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
- (d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

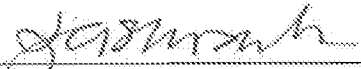
SECTION 4. **GOVERNING LAW.** THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. **Counterparts.** This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form (including deliveries by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

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

ASPIRE BAKERIES LLC





By: 
Name: Tracy Edwards
Title: CFO & Treasurer


[Signature Page to U.S. Intellectual Property Security Agreement]

TRADEMARK
REEL: 008310 FRAME: 0772

SCHEDULE I

TRADEMARK REGISTRATIONS


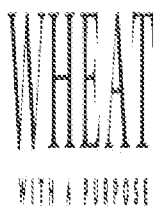

Registered Owner	Country	Registration Number	Registration Date	Trademark
ASPIRE BAKERIES LLC	US	5307708	10/10/2017	
ASPIRE BAKERIES LLC	US	2327028	3/7/2000	
ASPIRE BAKERIES LLC	US	5092620	11/29/2016	
ASPIRE BAKERIES LLC	US	3978178	6/14/2011	CHIPPERY
ASPIRE BAKERIES LLC	US	4086333	1/17/2012	
ASPIRE BAKERIES LLC	US	3225834	4/3/2007	DELICIOUS ESSENTIALS
ASPIRE BAKERIES LLC	US	3356841	12/18/2007	LA BACCIA
ASPIRE BAKERIES LLC	US	2327029	3/7/2000	LA BREA BAKERY
ASPIRE BAKERIES LLC	US	2486112	9/4/2001	LA BREA BAKERY CAFE
ASPIRE BAKERIES LLC	US	3152520	10/10/2006	

Registered Owner	Country	Registration Number	Registration Date	Trademark
ASPIRE BAKERIES LLC	US	4876015	12/22/2015	NO FUNKY STUFF
ASPIRE BAKERIES LLC	US	5187364	4/18/2017	ONLY FOR EVERYONE
ASPIRE BAKERIES LLC	US	2913462	12/21/2004	OTIS
ASPIRE BAKERIES LLC	US	2822599	3/16/2004	OTIS
ASPIRE BAKERIES LLC	US	3848392	9/14/2010	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	US	2786183	11/25/2003	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	US	1758569	3/16/1993	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	US	1353152	8/6/1985	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	US	5449572	4/17/2018	
ASPIRE BAKERIES LLC	US	3897275	12/28/2010	OTIS SPUNKMEYER SUPREME
ASPIRE BAKERIES LLC	US	4328584	4/30/2013	OTIS SPUNKMEYER SUPREME
ASPIRE BAKERIES LLC	US	2314803	2/1/2000	PENNANT
ASPIRE BAKERIES LLC	US	2272417	8/24/1999	PENNANT
ASPIRE BAKERIES LLC	US	691390	1/12/1960	PENNANT
ASPIRE BAKERIES LLC	US	1732155	11/10/1992	PENNANT

Schedule III to U.S. Intellectual Property Security Agreement

[[6238887]]



TRADEMARK
REEL: 008310 FRAME: 0774

Registered Owner	Country	Registration Number	Registration Date	Trademark
ASPIRE BAKERIES LLC	US	3906047	1/18/2011	
ASPIRE BAKERIES LLC	US	2913949	12/21/2004	SUPREME INDULGENCE
ASPIRE BAKERIES LLC	US	3213190	2/27/2007	SWEET DISCOVERY
ASPIRE BAKERIES LLC	US	2350648	5/16/2000	SWEET DISCOVERY
ASPIRE BAKERIES LLC	US	2704419	4/8/2003	VALUE ZONE
ASPIRE BAKERIES LLC	US	5106270	12/20/2016	WHEAT WITH A PURPOSE
ASPIRE BAKERIES LLC	US	5106271	12/20/2016	WHEAT WITH A PURPOSE 
ASPIRE BAKERIES LLC	US	2419375	1/9/2001	GOT COOKIES?
ASPIRE BAKERIES LLC	US	2540932	2/19/2002	SWEET BITES
ASPIRE BAKERIES LLC	US	2839496	5/11/2004	
ASPIRE BAKERIES LLC	US	2816996	2/24/2004	SWEET LIFE
ASPIRE BAKERIES LLC	US	1665990	11/26/1991	FRESH START BAKERIES


Schedule III to U.S. Intellectual Property Security Agreement

[[6238887]]

TRADEMARK
REEL: 008310 FRAME: 0775

Registered Owner	Country	Registration Number	Registration Date	Trademark
ASPIRE BAKERIES LLC	US	6932227	12/20/2022	Aspire Bakeries
ASPIRE BAKERIES LLC	US	6932228	12/20/2022	
ASPIRE BAKERIES LLC	US	6707844	4/19/2022	b
ASPIRE BAKERIES LLC	US	6707845	4/19/2022	
ASPIRE BAKERIES LLC	US	7053336	5/16/2023	BAKER'S BLISS
ASPIRE BAKERIES LLC	US	5336894	11/14/2017	CROTILLA
ASPIRE BAKERIES LLC	US	7139028	8/15/2023	LA FRANCAISE

TRADEMARK APPLICATIONS

Applicant	Application Number	Application Date	Country	Trademark
ASPIRE BAKERIES LLC	90363358	12/7/2020	US	FRESH START BAKERIES
ASPIRE BAKERIES LLC	90363366	12/7/2020	US	

Schedule III to U.S. Intellectual Property Security Agreement

[[6238887]]

TRADEMARK
REEL: 008310 FRAME: 0776

ASPIRE BAKERIES LLC	90708867	5/13/2021	US	Aspire Bakeries
ASPIRE BAKERIES LLC	90773049	6/14/2021	US	
ASPIRE BAKERIES LLC	97566276	8/26/2022	US	
ASPIRE BAKERIES LLC	90773075	6/14/2021	US	RISING TOGETHER

Schedule III to U.S. Intellectual Property Security Agreement

[[6238887]]

TRADEMARK
REEL: 008310 FRAME: 0777

SCHEDULE II

ISSUED PATENTS

Registered Owner	Country	Patent Number	Registration Date	Description
ASPIRE BAKERIES LLC	US	10455840	10/29/2019	Systems and methods for retarder-to-oven dough product
ASPIRE BAKERIES LLC	US	10540619	1/21/2020	System and method for resource-aware pastry customization
ASPIRE BAKERIES LLC	US	7932079	4/26/2011	Apparatus for producing and handling a flowing substance
ASPIRE BAKERIES LLC	US	8328175	12/11/2012	Frame for a board
ASPIRE BAKERIES LLC	US	8099826	1/24/2012	Material recovery system
ASPIRE BAKERIES LLC	US	8763787	7/1/2014	Conveyor
ASPIRE BAKERIES LLC	US	7328652	2/12/2008	APPARATUS AND SYSTEM FOR DISPENSING DOUGH
ASPIRE BAKERIES LLC	US	6929460	8/16/2005	DOUGH HANDLING APPARATUS
ASPIRE BAKERIES LLC	US	6865983	3/15/2005	FRYING APPARATUS

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III to U.S. Intellectual Property Security Agreement

[[6238887]]

RECORDED: 01/08/2024

**TRADEMARK
REEL: 008310 FRAME: 0779**