

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI21392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shearer's Foods Perham, LLC		02/12/2024	Limited Liability Company: DELAWARE
Shearer's Foods, LLC		02/12/2024	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Company Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Other: GERMANY		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3178174	BEER CHIPS	
Registration Number:	3323634	BEER CHIPS	
Registration Number:	3465817	CACTUS JOE	
Registration Number:	4190973	CUPZ	
Registration Number:	1582820	DELICIOUS	
Registration Number:	4003851	DELICIOUS BAKERY	
Registration Number:	6486601	DELICIOUS SNACKS	
Registration Number:	3360320	DIGGINS CORN CHIPS	
Registration Number:	3196717	JONNY RAPP'S	
Registration Number:	3344102	MADE FROM THE HEART	
Registration Number:	1522017	MEDALLION	
Registration Number:	2558191	MEDALLION	
Registration Number:	2202051	SHEARER PERFECTION IN EVERY BAG	
Registration Number:	3663392	SHEARER'S	
Registration Number:	2999837	SHEARER'S	
Registration Number:	3119618	SHEARER'S	
Registration Number:	4217184	UNO GRANDE	

CH \$490.00.00 78564303

Property Type	Number	Word Mark
Registration Number:	1416256	VIC'S CORN POPPER
Registration Number:	2292846	VISTA

CORRESPONDENCE DATA

Fax Number: 2136207848
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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111779-2821-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	Justine Lu
DATE SIGNED:	02/13/2024

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of February 12, 2024, made by **SHEARER'S FOODS PERHAM, LLC**, a Delaware limited liability company and **SHEARER'S FOODS, LLC**, an Ohio limited liability company (each, a “Grantor”, and collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the Secured Parties and for the banks and other financial institutions (the “Lenders”) that are parties to the Credit Agreement, dated as of February 12, 2024 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of February 12, 2024, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 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 Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security

Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and 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.

SECTION 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 and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SHEARER'S FOODS PERHAM, LLC,
as Grantor

By: Alan Fritts
Name: Alan Fritts
Title: Treasurer and Corporate Controller

SHEARER'S FOODS, LLC,
as Grantor

By: Alan Fritts
Name: Alan Fritts
Title: Treasurer and Corporate Controller

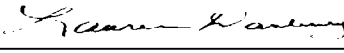
[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008343 FRAME: 0623

**DEUTSCHE BANK AG NEW YORK
BRANCH, as Agent**

By:  _____

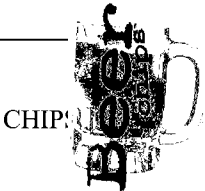


Name: Philip Tancorra
Title: Director
philip.tancorra@db.com
212-250-6576

By:  _____

Name:
Title: Lauren Danbury
Vice President

SCHEDULE I

Trademark Registrations and Applications

Trademark	Jurisdiction	Status	Owner	App. No.	Reg. No.
BEER CHIPS	USA	Registered	Shearer's Foods Perham, LLC	78564303 10-FEB- 2005	3178174 28-NOV-2006
 CHIP!	USA	Registered	Shearer's Foods Perham, LLC	77118918 28-FEB- 2007	3323634 30-OCT-2007
CACTUS JOE	USA	Registered	Shearer's Foods, LLC	77204780 13-JUN- 2007	3465817 15-JUL-2008
CUPZ	USA	Registered	Shearer's Foods, LLC	77743063 22-MAY- 2009	4190973 14-AUG-2012
DELICIOUS 	USA	Registered	Shearer's Foods, LLC	73755292 03-OCT- 1988	1582820 13-FEB-1990
	USA	Registered	Shearer's Foods, LLC	85115287 25-AUG- 2010	4003851 26-JUL-2011
	USA	Registered	Shearer's Foods, LLC	87983956 10-MAY- 2018	6486601 14-SEP-2021
DIGGINS CORN CHIPS	USA	Registered	Shearer's Foods Perham, LLC	77087734 22-JAN- 2007	3360320 25-DEC-2007
JONNY RAPP'S	USA	Registered	Shearer's Foods Perham, LLC	78836794 14-MAR- 2006	3196717 09-JAN-2007

Trademark	Jurisdiction	Status	Owner	App. No.	Reg. No.
MADE FROM THE HEART	USA	Registered	Shearer's Foods Perham, LLC	78922416 05-JUL-2006	3344102 27-NOV-2007
MEDALLION	USA	Registered	Shearer's Foods, LLC	73725924 02-MAY-1988	1522017 24-JAN-1989
MEDALLION	USA	Registered	Shearer's Foods, LLC	76109488 14-AUG-2000	2558191 09-APR-2002
SHEARER PERFECTION IN EVERY BAG	USA	Registered	Shearer's Foods, LLC	75228347 21-JAN-1997	2202051 03-NOV-1998
SHEARER'S	USA	Registered	Shearer's Foods, LLC	77656605 26-JAN-2009	3663392 04-AUG-2009
	USA	Registered	Shearer's Foods, LLC	76573119 30-JAN-2004	2999837 27-SEP-2005
	USA	Registered	Shearer's Foods, LLC	78572203 22-FEB-2005	3119618 25-JUL-2006
UNO GRANDE	USA	Registered	Shearer's Foods Perham, LLC	85535842 07-FEB-2012	4217184 02-OCT-2012
	USA	Registered	Shearer's Foods Perham, LLC	73556120 30-AUG-1985	1416256 04-NOV-1986
	USA	Registered	Shearer's Foods, LLC	75603557 11-DEC-1998	2292846 16-NOV-1999