

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI33691

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quality Pasta Company LLC		02/08/2024	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	833 E. Michigan Street, Suite 701		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5074624	MUSCLE MAC	
<b>Registration Number:</b>	4565724	QUALITY PASTA COMPANY	
<b>Registration Number:</b>	6217739	SIMPLE EATS	
<b>Registration Number:</b>	6217740	STEALTH HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3477102662		
<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>			
<b>Phone:</b>	2123732576		
<b>Email:</b>	mmcguire@paulweiss.com,rjerry@paulweiss.com		
<b>Correspondent Name:</b>	Michael McGuire		
<b>Address Line 1:</b>	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	024328-0002		
<b>NAME OF SUBMITTER:</b>	Michael McGuire		
<b>SIGNATURE:</b>	Michael McGuire		
<b>DATE SIGNED:</b>	02/16/2024		
<b>Total Attachments: 5</b>			

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ABL TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2024 (this “Agreement”), between QUALITY PASTA COMPANY LLC, a Pennsylvania limited liability company (the “Grantor”) and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”) among RUSHMORE INVESTMENT II LLC, a Delaware limited liability company (“Holdings”), RUSHMORE INVESTMENT III LLC, a Delaware limited liability company (the “Borrower”), the other GRANTORS from time to time party thereto, the Lenders party thereto and BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and that certain ABL Collateral Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Collateral Agreement”), among Holdings, the Borrower, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the ABL Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 ABL Credit Agreement and the ABL Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the ABL Collateral 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 the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the ABL Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. ABL Collateral Agreement and ABL Intercreditor Agreement. The 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 ABL Collateral 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 ABL Collateral Agreement, the terms of the ABL Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the ABL Collateral

Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement 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.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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


QUALITY PASTA COMPANY LLC,  
as Grantor

By:   
Name: David Barta  
Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK  
REEL: 008347 FRAME: 0211

BANK OF AMERICA, N.A., as Collateral  
Agent

By:   
Name: Erin Cordes  
Title: Assistant Vice President

Schedule I

United States Registered and Applied-For Trademarks

Mark	Owner	App. No.	Reg. No.
MUSCLE MAC	Quality Pasta Company LLC	86727365	5074624
QUALITY PASTA COMPANY	Quality Pasta Company LLC	86043031	4565724
SIMPLE EATS	Quality Pasta Company LLC	88555532	6217739
STEALTH HEALTH	Quality Pasta Company LLC	88555665	6217740