

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornfields, LLC		08/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4555087	CORNFIELDS	
Registration Number:	4309431	G.H. CRETORS	
Registration Number:	4321570	HI I'M SKINNY	
Registration Number:	4467165	HI I'M SKINNY MINIS	
Registration Number:	4770298	HI I'M SKINNY QUINOA STICKS	
Registration Number:	4375099	HI I'M SKINNY STICKS	
Registration Number:	0911254	SKINNY	
Registration Number:	4019199	SKINNY	
Registration Number:	4035507	SKINNY MINIS	
Registration Number:	3820740	SKINNY STICKS	
Serial Number:	86896422	CLASSIC MIX	
Serial Number:	86919899	CRETORS MIX	
Serial Number:	86949853	THE MIX	
Serial Number:	86776259	TWIGGY POP	
Registration Number:	4622110	YUM, YUM, HAVE SOME!	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129693000
Email: trademark@proskauer.com, ypan@proskauer.com
Correspondent Name: Michael Gallagher
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

NAME OF SUBMITTER:	Michael Gallagher
---------------------------	-------------------

SIGNATURE:	/Michael Gallagher/
-------------------	---------------------

DATE SIGNED:	08/25/2016
---------------------	------------

Total Attachments: 6

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2016, is made by Cornfields, LLC (the “**Grantor**”) in favor of Ares Capital Corporation (“**Ares Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2015 (as amended by the First Amendment to Credit Agreement, dated as of August 4, 2016, the Second Amendment to Credit Agreement, dated as of August 22, 2016 and as may be further amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Ares Capital, as Revolver Agent for itself and the Revolving Lenders, a Lender, L/C Issuer and as Administrative Agent to the Lenders and L/C Issuers (each as defined in the Credit Agreement referred to below) and Ally Bank, as Syndication Agent and a Lender, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 31, 2015 in favor of the Administrative Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby confirms that, pursuant to the Guaranty and Security Agreement, it pledged to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademarks of such Grantor, including the Trademarks set forth on Schedule 1 hereto (the “Trademark Collateral”); provided, however, notwithstanding the foregoing, no Lien or security interest was or is granted on any Excluded Assets.

Section 3. Guaranty and Security Agreement. This Trademark Security Agreement is intended to confirm the security interest granted to the Administrative Agent pursuant to the

Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

Very truly yours,

Comfields, LLC, as Grantor

By: 

Name: Jeff McMahon

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature page to Trademark Security Agreement]

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


Very truly yours,

Cornfields, LLC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: _____
Title: R. Kipp deVeer
Authorized Signatory

[Signature page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Owner	Reg. No.	Reg. Date
CORNFIELDS	Cornfields, LLC	4555087	6/24/2014
G.H. CRETORS	Cornfields, LLC	4309431	03/26/2013
HI I'M SKINNY	Cornfields, LLC	4321570	04/16/2013
HI I'M SKINNY MINIS	Cornfields, LLC	4467165	01/14/2014
HI I'M SKINNY QUINOA STICKS	Cornfields, LLC	4770298	07/07/2015
HI I'M SKINNY STICKS	Cornfields, LLC	4375099	07/30/2013
SKINNY	Cornfields, LLC	911254	04/13/1971
SKINNY	Cornfields, LLC	4019199	08/30/2011
SKINNY MINIS	Cornfields, LLC	4035507	10/04/2011
SKINNY STICKS	Cornfields, LLC	3820740	07/20/2010

YUM, YUM, HAVE SOME!	Cornfields, LLC	4622110	10/14/2014
----------------------	-----------------	---------	------------

2. TRADEMARK APPLICATIONS

Trademark Applications	Owner	App. No.	App. Date
CLASSIC MIX	Cornfields, LLC	86896422	02/03/2016
CRETORS MIX	Cornfields, LLC	86919899	02/25/2016
THE MIX	Cornfields, LLC	86949853	03/23/2016
TWIGGY POP	Cornfields, LLC	86776259	10/02/2015