

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acadia Acquisition, LLC		10/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	the Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4371760	BIRCH BENDERS	
Registration Number:	5762992	MICRO-PANCAKERY	
Registration Number:	4605151	BIRCH BENDERS MICRO PANCAKERY	
Registration Number:	5933819	MAGIC SYRUP	
Serial Number:	88501755	A LA CUP	
Serial Number:	88501759	BROWNIE A LA CUP	
Serial Number:	88501763	CAKE A LA CUP	
Serial Number:	88501767	COOKIE A LA CUP	
Serial Number:	88501769	MUFFIN A LA CUP	
Serial Number:	88501774	PANCAKE A LA CUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 KING STREET, STE 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		

OP \$265.00 4371760

NAME OF SUBMITTER:	Bassam N. Ibrahim
SIGNATURE:	/Bassam N. Ibrahim/
DATE SIGNED:	10/29/2020
Total Attachments: 6 source=1 recordal - Acadia - EXECUTED IP Security Agreement#page1.tif source=1 recordal - Acadia - EXECUTED IP Security Agreement#page2.tif source=1 recordal - Acadia - EXECUTED IP Security Agreement#page3.tif source=1 recordal - Acadia - EXECUTED IP Security Agreement#page4.tif source=1 recordal - Acadia - EXECUTED IP Security Agreement#page5.tif source=1 recordal - Acadia - EXECUTED IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 23, 2020 (this "Agreement"), by Acadia Acquisition, LLC, a Delaware limited liability company (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch ("CS"), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 20, 2018 (as amended by that certain First Amendment to Credit Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, Sovos Brands Holdings, Inc., a Delaware corporation ("Holdings"), Sovos Brands Intermediate, Inc., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and Credit Suisse AG, Cayman Islands Branch ("CS"), in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, 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 or the Credit Agreement, as applicable.

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, mortgage, transfer 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 right, title or interest in, to or under all of the following assets, whether now owned or at any time 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 Patent registrations 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; 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.

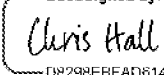
SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

ACADIA ACQUISITION, LLC,
a Delaware limited liability company

DocuSigned by:
By:  _____
Name: Chris Hall
Title: Treasurer, Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Acadia Acquisition, LLC	4371760	BIRCH BENDERS
Acadia Acquisition, LLC	5762992	MICRO-PANCAKERY
Acadia Acquisition, LLC	4605151	BIRCH BENDERS MICRO PANCAKERY
Acadia Acquisition, LLC	5933819	MAGIC SYRUP

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Acadia Acquisition, LLC	88/501755	A LA CUP
Acadia Acquisition, LLC	88/501759	BROWNIE A LA CUP
Acadia Acquisition, LLC	88/501763	CAKE A LA CUP
Acadia Acquisition, LLC	88/501767	COOKIE A LA CUP
Acadia Acquisition, LLC	88/501769	MUFFIN A LA CUP
Acadia Acquisition, LLC	88/501774	PANCAKE A LA CUP

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

SCHEDULE III

WEIL:1976052306\72198.0008

RECORDED: 10/29/2020

**TRADEMARK
REEL: 007090 FRAME: 0372**