

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMETOWN FOOD COMPANY		12/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW ASSET MANAGEMENT COMPANY LLC		
Street Address:	200 CLARENDON STREET		
Internal Address:	51ST FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5968652	THREE RIVERS	
Registration Number:	6190765	FUNFETTI	
Serial Number:	88598532	FUNFETTI	
Serial Number:	88979053	FUNFETTI	
Registration Number:	5712863	A ARROWHEAD MILLS	
Registration Number:	1874024	ARROWHEAD MILLS	
Registration Number:	3906374	ARROWHEAD MILLS	
Registration Number:	1346612	RICE & SHINE	
Registration Number:	1748713	SUNDROPS	
Registration Number:	1250605	SUNSPIRE	
Registration Number:	3748435	SUNSPIRE	
Registration Number:	1907898	TROPICAL SOURCE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
TRADEMARK			

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Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 47245.007

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 12/09/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2020 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by the Assignor (as defined below) in favor of the Assignee (as defined below).

WHEREAS, Hometown Food Company (the "Assignor"), or through its predecessor-in-interest, has, adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 31, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

HOMETOWN FOOD COMPANY,
as Assignor

By: SC Bowater

Name: Stephen C. Bowater

Title: Chief Financial Officer

Acknowledged and Agreed:
TCW ASSET MANAGEMENT COMPANY LLC,
as Assignee

By: *Suzanne Grosso*

Name: Suzanne Grosso

Title: Managing Director

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Martha White:


Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
HOMETOWN FOOD COMPANY	THREE RIVERS	United States of America	88189077	5968652	January 21, 2020	30	Registered

Funfetti:

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
HOMETOWN FOOD COMPANY	FUNFETTI	United States of America	88456925	6190765	Nov 3, 2020	29	Registered
HOMETOWN FOOD COMPANY	FUNFETTI	United States of America	88598532			30	Pending
HOMETOWN FOOD COMPANY	FUNFETTI	United States of America	88979033	6202393	Nov 17, 2020	30	Registered

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Arrowhead Mills:

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Hometown Food Company		UNITED STATES	88/019,701	5,712,863	4/2/2019	29, 30, 31	Registered
Hometown Food Company	ARROWHEAD MILLS	UNITED STATES	74/441,726	1,874,024	1/17/1995	29, 30	Registered
Hometown Food Company	ARROWHEAD MILLS	UNITED STATES	77/868,619	3,906,374	1/18/2011	29, 30, 31	Registered
Hometown Food Company	RICE & SHINE	UNITED STATES	73/484,419	1346612	7/2/1985	30	Registered

Sunspire:

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Hometown Food Company	SUNDROPS	UNITED STATES	74199707	1748713	January 26, 1993	30	Registered
Hometown Food Company	SUNSPIRE	UNITED STATES	73351364	1250605	September 6, 1983	30	Registered
Hometown Food Company	SUNSPIRE	UNITED STATES	77648006	3748435	February 16, 2010	30	Registered
Hometown Food Company	TROPICAL SOURCE	UNITED STATES	74414671	1907898	July 25, 1995	30	Registered