

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL IPSA SUPPLEMENT RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		08/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BRILL BAKERY SOLUTIONS LLC (formerly known as CSM BAKERY SOLUTIONS LLC)		
Street Address:	5775 GLENRIDGE DRIVE, BLDG. A		
City:	SANDY SPRINGS		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
Name:	BRILL, INC. (formerly known as CSM BAKERY PRODUCTS NA, INC.)		
Street Address:	5775 GLENRIDGE DRIVE, BLDG. A		
City:	SANDY SPRINGS		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5763713	CHANTELLA	
Registration Number:	5317225	COL-DIP	
Registration Number:	5525111	DECOPRO	
Registration Number:	5316480	FRUFFI	
Registration Number:	5459377	HENRY & HENRY	
Registration Number:	5525112	READY. SET. CREATE!	
Registration Number:	5572256	SIMPLICIOUS	
Registration Number:	5903710	SIMPLICIOUS	
Registration Number:	4695966	STRUDLENIKS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		

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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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: AUSTIN GROSSFELD
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/132
NAME OF SUBMITTER:	AUSTIN GROSSFELD
SIGNATURE:	/AUSTIN GROSSFELD/
DATE SIGNED:	08/13/2021

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT RELEASE (this “*Release*”) dated August 13, 2021, is made by MORGAN STANLEY SENIOR FUNDING, INC., acting through one or more of its branches or any Affiliate thereof, as collateral trustee (in such capacity and any successor in such capacity, the “*Collateral Trustee*”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below) in favor of BRILL INC. (formerly known as CSM BAKERY PRODUCTS NA, INC.) and BRILL BAKERY SOLUTIONS LLC (formerly known as CSM BAKERY SOLUTIONS LLC) (each a “*Grantor*” and, collectively, the “*Grantors*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the ABL Credit Agreement (as defined below).

WHEREAS, the Grantors entered into that certain Asset-Based Revolving Credit Agreement, dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*ABL Credit Agreement*”), with Holdings, Parent, the other Subsidiary Loan Parties party thereto, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley Bank International, Limited, as Supplemental Collateral Trustee, the Collateral Trustee and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit under the ABL Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks and the Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor executed and delivered that certain Asset-Based Revolving Collateral Agreement, dated as of July 3, 2013, by and among the Grantors, the Administrative Agent and the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*ABL Security Agreement*”);

WHEREAS, under the terms of the ABL Security Agreement, the Grantors executed that certain Asset-Based Revolving Intellectual Property Security Agreement Supplement, dated as of April 29, 2020 (the “*IP Security Agreement Supplement*”), pursuant to which the Grantors granted to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the IP Security Agreement Supplement was recorded with the Patent Division of the United States Patent and Trademark Office with respect to patents on April 29, 2020 at Reel 052532 and Frame 0052, and with the Trademark Division of the United States Patent and Trademark Office with respect to trademarks on April 29, 2020 at Reel 6926 and Frame 0397; and

WHEREAS, in accordance with the provisions of the ABL Credit Agreement and the IP Security Agreement Supplement, the Collateral Trustee now desires to release its security interest in and to the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee hereby agrees as follows:

IP Security Agreement Supplement Release

**TRADEMARK
REEL: 007391 FRAME: 0920**

SECTION 1. Release of Grant of Security. The Collateral Trustee, on behalf of itself and the Secured Parties, hereby (i) terminates the IP Security Agreement Supplement and (ii) terminates, discharges and releases to the Grantors all of the Collateral Trustee's and the Secured Parties' security interest in all of the Grantors' right, title and interest in and to, and reassigns to the Grantor any right, title and interest the Collateral Trustee or any Secured Party may have pursuant to the IP Security Agreement Supplement in or to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (including any United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act), together, in each case, with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, and collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any and all of the foregoing.

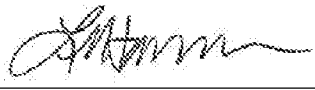
SECTION 2. Recordation. The Collateral Trustee authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be duly executed and delivered on behalf of itself and the Secured Parties, by its officer thereunto duly authorized as of the date first above written.

Morgan Stanley Senior Funding, Inc.
as Collateral Trustee

By: 

Name: Lisa Hanson
Title: Vice President

[Signature Page to ABL IP Security Agreement Supplement Release]

TRADEMARK
REEL: 007391 FRAME: 0922

SCHEDULE A

Patents

Title	Patent No.	Issuance Date	App. No.	Filing Date	Owner
FITMENT COUPLER WITH CAP	9694945	2017-07-04	14/542109	2014-11-14	Brill, Inc. (formerly known as CSM Bakery Products NA, Inc.)
HIGHLY STABLE AERATED OIL-IN-WATER EMULSION	N/A	N/A	16/323225	2017-08-03	Brill, Inc.
BASE EMULSION FOR THE PREPARATION OF ICINGS, FILLINGS AND TOPPINGS	N/A	N/A	16/323223	2017-08-03	Brill, Inc.
HIGHLY STABLE AERATED OIL-IN-WATER EMULSION	9756868	2017-09-12	14/616526	2015-02-06	Brill, Inc.

SCHEDULE B

Trademarks

Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Owner
CHANTELLA	5763713	28-MAY-2019	86660208	12-JUN-2015	CSM Bakery Solutions LLC (now known as Brill Bakery Solutions LLC)
COL-DIP	5317225	24-OCT-2017	87451065	16-MAY-2017	Brill, Inc.
DECOPRO	5525111	24-JUL-2018	86444681	04-NOV-2014	Brill, Inc.
FRUFFI	5316480	24-OCT-2017	87399486	05-APR-2017	Brill, Inc.
HENRY & HENRY	5459377	01-MAY-2018	86561192	11-MAR-2015	Brill, Inc.
READY. SET. CREATE!	5525112	24-JUL-2018	86444699	04-NOV-2014	Brill, Inc.
SIMPLICIOUS	5572256	25-SEP-2018	87978169	13-JUL-2017	Brill, Inc.
SIMPLICIOUS	5903710	05-NOV-2019	87526569	13-JUL-2017	Brill, Inc.
STRUDELNIKS	4695966	03-MAR-2015	86351687	29-JUL-2014	Brill, Inc.

SCHEDULE C

Copyrights

None.

IP Security Agreement Supplement Release