

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eagle Family Foods Group LLC		09/09/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1306264	CHICKEN HELPER
Registration Number:	0891676	HAMBURGER HELPER
Registration Number:	1612249	HAMBURGER HELPER
Registration Number:	1841959	HAMBURGER HELPER
Registration Number:	1088265	
Registration Number:	4432646	
Registration Number:	0977430	HELPER
Registration Number:	5198915	HELPING HAND
Registration Number:	3152351	MICROWAVE SINGLES
Registration Number:	3865159	ONE POUND. ONE PAN. ONE TASTY MEAL.
Registration Number:	0972518	TUNA HELPER
Registration Number:	4946283	SUDDENLY GRAIN SALAD
Registration Number:	2683505	SUDDENLY PASTA SALAD
Registration Number:	1408814	SUDDENLY SALAD

CORRESPONDENCE DATA

Fax Number: 2125935955

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.

TRADEMARK

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-2122

NAME OF SUBMITTER: Scott Kareff (014951-2122)

SIGNATURE: /kc for sk/

DATE SIGNED: 09/12/2022

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of September 9, 2022, made by EAGLE FAMILY FOODS GROUP LLC, a Delaware limited liability company (the "Grantor"), having a principal place of business at 1975 E. 61st St., Cleveland, Ohio 44103, in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, a Delaware limited liability company, having a principal place of business at 875 Third Avenue, New York, New York 10022, as collateral agent for the Secured Parties. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 23, 2021 (as amended by the First Amendment, dated as of July 1, 2022, and as may be further amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Eagle Family Foods Group Intermediate, LLC, a Delaware limited liability company ("Holding"), the several banks and other financial institutions from time to time party thereto (the "Lenders") and Cerberus Business Finance Agency, LLC (as successor to Goldman Sachs Bank USA), as administrative agent for the Lenders, as collateral agent for the Secured Parties (in such capacities, respectively, together with its successors in such capacities, the "Administrative Agent" and "Collateral Agent"), the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of July 23, 2021 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its respective Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, the goodwill associated with such Trademarks and all

Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Credit Agreement or the Guarantee and Collateral Agreement, the provisions of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

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

* * *

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the day and year first above written.

EAGLE FAMILY FOODS GROUP LLC

By:  _____

Name: Hilary Simons

Title: Chief Financial Officer and Vice President

Acknowledged and Agreed to as of
the date hereof by:

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent and Administrative Agent

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE I

TRADEMARK REGISTRATIONS

Legal Owner (Record Owner)	Trademark		Country	Application No	Registration No
Eagle Family Foods Group LLC	CHICKEN HELPER		United States of America	73431466	1306264
Eagle Family Foods Group LLC	HAMBURGER HELPER		United States of America	72332067	0891676
Eagle Family Foods Group LLC	HAMBURGER HELPER		United States of America	74007597	1612249
Eagle Family Foods Group LLC	HAMBURGER HELPER		United States of America	74445778	1841959
Eagle Family Foods Group LLC	HAND (DESIGN ONLY, v3)		United States of America	73141218	1088265
Eagle Family Foods Group LLC	HAND (DESIGN ONLY, v4)		United States of America	85962303	4432646
Eagle Family Foods Group LLC	HELPER		United States of America	72433999	0977430
Eagle Family Foods Group LLC	HELPING HAND		United States of America	87173529	5198915
Eagle Family Foods Group LLC	MICROWAVE SINGLES		United States of America	78618640	3152351
Eagle Family Foods Group LLC	ONE POUND. ONE PAN. ONE TASTY MEAL.		United States of America	77656361	3865159
Eagle Family Foods Group LLC	TUNA HELPER		United States of America	72446080	0972518
Eagle Family Foods Group LLC	SUDDENLY GRAIN SALAD		United States of America	86781838	4946283
Eagle Family Foods Group LLC	SUDDENLY PASTA SALAD		United States of America	76405913	2683505
Eagle Family Foods Group LLC	SUDDENLY SALAD		United States of America	73581373	1408814