

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stanz-Troyer Holdings, LLC		01/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Great Rock Capital Partners Management, LLC		
Street Address:	285 Riverside Avenue		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98321691	RAYDIA FOOD GROUP	
Serial Number:	98139708	RAYDIA	
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>			
Phone:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 159335-01016)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	159335-01016		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	01/26/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 26, 2024, (this “**Agreement**”), among Stanz-Troyer Holdings, LLC, a Delaware limited liability company d/b/a RAYDIA FOOD GROUP (the “**Grantor**”), any other Grantors from time to time party hereto and **Great Rock Capital Partners Management, LLC**, as administrative agent for the Lenders under the below defined Loan Agreement (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”).

Reference is made to that certain Loan and Security Agreement, dated as of February 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, TF INTER-HOLDINGS, INC., an Indiana corporation (“Troyer”), SMW HOLDINGS, INC., an Indiana corporation (“SMW”), STANZ CHEESE CO., an Indiana corporation (“SCCI”), B&B FOOD HOLDINGS, LLC, a Delaware limited liability company (“B&B”), STANZ TROYER REAL ESTATE HOLDINGS, LLC a Delaware limited liability company (“REH” and together with Grantor, Troyer, SMW, SCCI, and B&B, collectively, the “Borrowers” and each individually, a “Borrower”), HMWY INTERMEDIATE HOLDCO II, LLC, a Delaware limited liability company (“Intermediate Holdco”), TROYER FOODS, INC., an Indiana corporation (“TFI”), TF POLAR EXPRESS, INC, an Indiana corporation (“TFPE”), STANZ FOODSERVICE, INC., an Indiana corporation (“SFI” and together with Intermediate Holdco, TFI and TFPE, collectively, the “Guarantors” and each individually, a “Guarantor”, the Guarantors together with the Borrowers, collectively, the “Loan Parties” and each individually, a “Loan Party”), the Lenders party to the Loan Agreement (collectively, the “Lenders” and each a “Lender”), and Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, 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 Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Loan Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith,

including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws (as opposed to the conflict of laws principles) of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

STANZ-TROYER HOLDINGS, LLC,
as Grantor

By. 

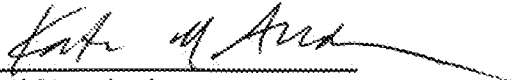
Name: Maurice Alkemade

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (GRC – Stanz)]

TRADEMARK
REEL: 008328 FRAME: 0814

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC,**
as Agent

By: 
Name: Kathleen Auda
Title: Chief Risk Officer

Schedule I

Trademarks

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
RAYDIA FOOD GROUP	USA	Stanz-Troyer Holdings, LLC	(12/19/2023)	(98321691)
RAYDIA	USA	Stanz-Troyer Holdings, LLC	(08/18/2023)	(98139708)