

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI33638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Pasta Company LLC		02/08/2024	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	Blue Owl Capital Corp., as Collateral Agent		
Street Address:	399 Park Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5074624	MUSCLE MAC	
Registration Number:	4565724	QUALITY PASTA COMPANY	
Registration Number:	6217739	SIMPLE EATS	
Registration Number:	6217740	STEALTH HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3477102662		
<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:	(212)3732576		
Email:	mmcguire@paulweiss.com,rjerry@paulweiss.com		
Correspondent Name:	Michael McGuire		
Address Line 1:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	024328-0002		
NAME OF SUBMITTER:	Michael McGuire		
SIGNATURE:	Michael McGuire		
DATE SIGNED:	02/16/2024		
Total Attachments: 5			

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TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2024 (this “Agreement”), between QUALITY PASTA COMPANY LLC, a Pennsylvania limited liability company (the “Grantor”), and BLUE OWL CAPITAL CORPORATION, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to (i) that certain Credit Agreement, dated as of October 19, 2023 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of December 28, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), among RUSHMORE INVESTMENT II LLC, a Delaware limited liability company (“Initial Holdings”), RUSHMORE INVESTMENT III LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and BLUE OWL CAPITAL CORPORATION, as Administrative Agent and Collateral Agent, and (ii) that certain Term Loan Collateral Agreement, dated as of October 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Collateral Agreement”), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Term Loan Credit Agreement or the Term Loan Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Term Loan Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Term Loan Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Term Loan Collateral Agreement and ABL Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Term Loan Collateral 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 Term Loan Collateral Agreement, the terms of the Term Loan Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Term

Loan Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

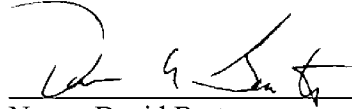
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

QUALITY PASTA COMPANY LLC,
as Grantor

By: 
Name: David Barta
Title: Chief Financial Officer

BLUE OWL CAPITAL CORPORATION, as
Collateral Agent

By: Blue Owl Credit Advisors LLC, its
Investment Advisor

By: 
Name: Adam Forchheimer
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Mark	Owner	App. No.	Reg. No.
MUSCLE MAC	Quality Pasta Company LLC	86727365	5074624
QUALITY PASTA COMPANY	Quality Pasta Company LLC	86043031	4565724
SIMPLE EATS	Quality Pasta Company LLC	88555532	6217739
STEALTH HEALTH	Quality Pasta Company LLC	88555665	6217740