

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4986383

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HEARTHSIDE FOOD SOLUTIONS, LLC	05/31/2018
RECEIVING PARTY DATA		
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT	
Street Address:	200 WEST STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10282	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8361528
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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:	202-370-4750	
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Correspondent Name:	MELONY SOT	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
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ATTORNEY DOCKET NUMBER:	F176974 HEARTHSIDE PT	
NAME OF SUBMITTER:	JONATHAN LARSON	
SIGNATURE:	/Jonathan Larson/	
DATE SIGNED:	05/31/2018	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of May 31, 2018, is made by HEARTHSIDE FOOD SOLUTIONS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement dated as of May 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. 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 the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); provided that “**Patent Collateral**” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms

and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

HEARTHSIDE FOOD SOLUTIONS LLC

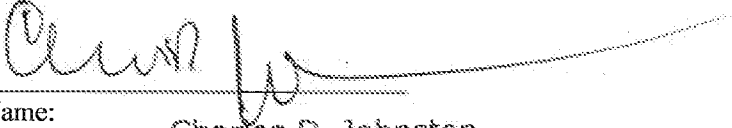
By: _____

Name: FRED JASSER
Title: SVP & CFO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent

By: 
Name: _____
Title: Charles D. Johnston
Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE A

UNITED STATES PATENTS:

Owner	Title	Filing Date	Patent / Publication No.	App. No.
Hearthside Food Solutions, LLC	FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	1/29/2008	8,361,528	12/021,661