

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5170821

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	ATTUNE FOODS, LLC	10/01/2018
RECEIVING PARTY DATA		
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT	
Street Address:	745 SEVENTH AVENUE	
Internal Address:	27TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8361528
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	212-906-1216	
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Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
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ATTORNEY DOCKET NUMBER:	039269-0580	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/S/ Angela M. Amaru	
DATE SIGNED:	10/03/2018	
Total Attachments: 5		
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SECOND LIEN PATENT SECURITY AGREEMENT dated as of October 1, 2018 (this “**Agreement**”), among ATTUNE FOODS, LLC, a Delaware limited liability corporation (the “**Grantor**”) and BARCLAYS BANK PLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Pledge and Security Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among 8th AVENUE FOOD & PROVISIONS, INC., a Missouri corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, and (b) the Second Lien Credit Agreement dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Security Agreement. The rules of construction specified in Section 1.01 of the Security 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 its Secured Obligations, the Grantor, hereby pledges, mortgages, hypothecates and grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Patent Collateral**”): (i) all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule I hereto, (i) any and all patents and patent applications; (ii) all inventions, designs and improvements described and claimed therein; (iii) all reissues, reexaminations, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that 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 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW 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.

ATTUNE FOODS, LLC

By: 

Name: James E. Dwyer, Jr.

Title: President

[Signature Page to Second Lien Patent Security Agreement]

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Ritam Bhalla

Title: Director

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 047188 FRAME: 0846

Schedule I

United States Patents

I. Patent owned by Attune Foods, LLC

<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
US	Flake Cereal Or Chip And Method Of Making Same	Granted	12/021661	1/29/2008	8361528	1/29/2013