

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6687853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARYZTA LLC	05/03/2021
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, N.A.
Street Address:	28 STATE STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10455840
Patent Number:	10540619
Application Number:	16418717
CORRESPONDENCE DATA	
Fax Number:	(704)503-2622
<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:	7045032600
Email:	msheehan@kslaw.com
Correspondent Name:	KING & SPALDING LLP
Address Line 1:	300 S. TRYON ST., STE 1700
Address Line 2:	ATTN: MOIRA SHEEHAN
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	ALPINE
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Maira Sheehan/
DATE SIGNED:	05/03/2021
Total Attachments: 10	
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U.S. SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 3, 2021 (this “Agreement”), by ARYZTA LLC, a Delaware limited liability company (the “Grantor”), in favor of CITIZENS BANK, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain U.S. Second Lien Pledge and Security Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders have extended credit to the Company subject to the terms and conditions set forth in that certain Second Lien Term Loan Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Alpine US Midco LLC, Alpine US Bidco LLC, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 (including any terms defined therein by reference). Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative 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 its rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor, and regardless of where located (collectively, the “IP Collateral”):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

(d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. **GOVERNING LAW.** THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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 counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

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

ARYZTA LLC

By: _____

Name: Didier Vinamont

Title: Chief Financial Officer


[Signature Page to Second Lien US Intellectual Property Security Agreement]

PATENT
REEL: 056110 FRAME: 0889

SCHEDULE I

TRADEMARKS

Registered Owner	Country	Registration Number	Registration Date	Trademark
ARYZTA LLC	Canada	TMA1002764	8/14/2018	AUCUN TRUC ÉTRANGE
ARYZTA LLC	US	5307708	10/10/2017	
ARYZTA LLC	Canada	TMA1036096	7/4/2019	B 1989 LA BREA BAKERY and Design 
ARYZTA LLC	Canada	TMA773341	7/30/2010	
ARYZTA LLC	US	2327028	3/7/2000	
ARYZTA LLC	US	5092620	11/29/2016	
ARYZTA LLC	US	3978178	7/14/2011	CHIPPERY
ARYZTA LLC	US	4086333	1/17/2012	
ARYZTA LLC	US	5336894	11/14/2017	CROTILLA
ARYZTA LLC	US	5022722	8/16/2016	CUCINA GRANDE

Registered Owner	Country	Registration Number	Registration Date	Trademark
ARYZTA LLC	US	5337084	11/14/2017	
ARYZTA LLC	US	3225834	4/3/2007	DELICIOUS ESSENTIALS
ARYZTA LLC	US	5075935	11/8/2016	G GOURMET BAKER and Design 
ARYZTA LLC	US	3356841	12/18/2007	LA BACCIA
ARYZTA LLC	US	2327029	5/7/2000	LA BREA BAKERY
ARYZTA LLC	Canada	TMA724037	9/18/2008	LA BREA BAKERY
ARYZTA LLC	US	2486112	9/4/2001	LA BREA BAKERY CAFE
ARYZTA LLC	US	3152520	10/10/2006	
ARYZTA LLC	US	4876015	12/22/2015	NO FUNKY STUFF
ARYZTA LLC	Canada	TMA1002766	8/14/2018	NO FUNKY STUFF
ARYZTA LLC	Canada	TMA1002681	8/14/2018	NO STRANGE STUFF ADDED
ARYZTA LLC	US	3910038	1/25/2011	OAKRUN FARM
ARYZTA LLC	US	3910050	1/25/2011	OAKRUN FARM BAKERY and Design 
ARYZTA LLC	US	5187364	4/18/2017	ONLY FOR EVERYONE
ARYZTA LLC	US	2913462	12/21/2004	OTIS

Schedule I to Second Lien Intellectual Property Security Agreement

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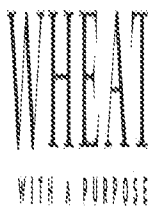

PATENT
REEL: 056110 FRAME: 0891

Registered Owner	Country	Registration Number	Registration Date	Trademark
ARYZTA LLC	US	2822599	3/16/2004	OTIS
ARYZTA LLC	US	3848392	9/14/2010	OTIS SPUNKMEYER
ARYZTA LLC	US	2786183	11/25/2003	OTIS SPUNKMEYER
ARYZTA LLC	US	1758569	3/16/1993	OTIS SPUNKMEYER
ARYZTA LLC	US	1353152	8/6/1985	OTIS SPUNKMEYER
ARYZTA LLC	US	5449572	4/17/2018	
ARYZTA LLC	US	3897275	12/28/2010	OTIS SPUNKMEYER SUPREME
ARYZTA LLC	US	4328584	4/30/2013	OTIS SPUNKMEYER SUPREME
ARYZTA LLC	US	2314803	2/1/2000	PENNANT
ARYZTA LLC	US	2272417	8/24/1999	PENNANT
ARYZTA LLC	US	691390	1/12/1960	PENNANT
ARYZTA LLC	US	1732155	11/10/1992	PENNANT
ARYZTA LLC	US	3906047	1/18/2011	
ARYZTA LLC	US	2913949	12/21/2004	SUPREME INDULGENCE
ARYZTA LLC	US	3213190	2/27/2007	SWEET DISCOVERY
ARYZTA LLC	US	2350648	5/16/2000	SWEET DISCOVERY
ARYZTA LLC	US	2704419	4/8/2003	VALUE ZONE
ARYZTA LLC	US	5106270	12/20/2016	WHEAT WITH A PURPOSE

Schedule I to Second Lien Intellectual Property Security Agreement

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PATENT
REEL: 056110 FRAME: 0892

Registered Owner	Country	Registration Number	Registration Date	Trademark
ARYZTA LLC	US	5106271	12/20/2016	WHEAT WITH A PURPOSE 
ARYZTA LLC	US	2143193	3/10/1998	EAT WELL – TREAT YOUR BODY RIGHT
ARYZTA LLC	US	2419375	1/9/2001	GOT COOKIES?
ARYZTA LLC	US	2298748	12/7/1999	GREAT NORTH
ARYZTA LLC	US	2274587	8/31/1999	JUST WHIP
ARYZTA LLC	US	2540932	2/19/2002	SWEET BITES
ARYZTA LLC	US	2488507	9/11/2001	JUSTBAKE
ARYZTA LLC	US	2467778	7/10/2001	BAKERS' BLISS
ARYZTA LLC	US	2839496	5/11/2004	
ARYZTA LLC	US	2816996	2/24/2004	SWEET LIFE
ARYZTA LLC	US	1665990	11/26/1991	FRESH START BAKERIES

TRADEMARK APPLICATIONS

Applicant	Application Number	Application Date	Country	Trademark
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ARYZTA LLC	88769457	1/22/2020	US	
ARYZTA LLC	88769462	1/22/2020	US	
ARYZTA LLC	88769454	1/22/2020	US	FLOUR & FLAME
ARYZTA LLC	1847368	7/13/2017	Canada	
ARYZTA LLC	2072492	12/21/2020	Canada	MAIDSTONE BAKERIES
ARYZTA LLC	90363358	12/7/2020	US	FRESH START BAKERIES
ARYZTA LLC	90363366	12/7/2020	US	

SCHEDULE II

PATENTS

Registered Owner	Country	Patent Number	Registration Date	Description
ARYZTA LLC	US	10,455,840	10/29/2019	Systems and methods for retarder-to-oven dough product
ARYZTA LLC	US	10,540,619	1/21/2020	System and method for resource-aware pastry customization

PATENT APPLICATIONS

Applicant	Application Number	Application Date	Country	Description
ARYZTA LLC	16/418,717	5/21/2019	US	Assembly line technique for food production and pull-apart food product and method
ARYZTA LLC	2984271	10/31/2017	Canada	System and method for resource-aware pastry customization
ARYZTA LLC	2977779	2/25/2016	Canada	Systems and methods for retarder-to-oven dough product

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III to Second Lien Intellectual Property Security Agreement

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RECORDED: 05/03/2021

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