

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6864760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASPIRE BAKERIES LLC (F/K/A ARYZTA LLC)	08/02/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	500 STANTON CHRISTIANA ROAD
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713-2107
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7932079
Patent Number:	8328175
Patent Number:	8099826
Patent Number:	8763787
CORRESPONDENCE DATA	
Fax Number:	(212)530-5219
<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:	2125305243
Email:	dcip@milbank.com, ehyla@milbank.com
Correspondent Name:	ERIC HYLA, ESQ.
Address Line 1:	55 HUDSON YARDS
Address Line 2:	MILBANK, LLP
Address Line 4:	NEW YORK, NEW YORK 10001-2163
ATTORNEY DOCKET NUMBER:	57000.00096
NAME OF SUBMITTER:	ERIC HYLA
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	08/13/2021
Total Attachments: 5	
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SUPPLEMENT TO
U.S. FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO U.S. FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 2, 2021 (this “IP Security Agreement Supplement”), by ASPIRE BAKERIES LLC (f/k/a ARYZTA LLC), a Delaware limited liability company (the “Grantor”), in favor of JPMORGAN CHASE 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. First 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 and the Issuing Banks have extended credit to the Borrowers subject to the terms and conditions set forth in that certain First Lien Credit 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 Aspire Bakeries Midco LLC (f/k/a Alpine US Midco LLC), Aspire Bakeries Holdings LLC (f/k/a Alpine US Bidco LLC), the Borrowing Subsidiaries from time to time party thereto, 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, the Grantor and the Administrative Agent have entered into that certain U.S. First Lien Intellectual Property Security Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement 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 IP Security Agreement Supplement *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 “Additional 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; and

(c) 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 Additional 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

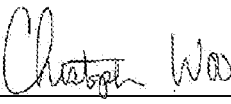
SECTION 4. *GOVERNING LAW*. THIS IP SECURITY AGREEMENT SUPPLEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS IP SECURITY AGREEMENT SUPPLEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Counterparts*. This IP Security Agreement Supplement 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 IP Security Agreement Supplement 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 IP Security Agreement Supplement 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 IP Security Agreement Supplement as of the day and year first above written.

ASPIRE BAKERIES LLC

By: 
Name: Christopher Woo
Title: SVP & General Counsel

SCHEDULE I

TRADEMARKS

Registered Owner	Country	Registration Number	Registration Date	Trademark
ASPIRE BAKERIES LLC	US	1665990	11/26/1991	FRESH START BAKERIES
ASPIRE BAKERIES LLC	Canada	TMA610309	5/13/2004	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	Canada	TMA416156	5/13/2004	OTIS SPUNKMEYER
ASPIRE BAKERIES LLC	Canada	TMA819078	3/5/2012	PENNANT
ASPIRE BAKERIES LLC	Canada	TMA819086	3/5/2012	 PENNANT and Design
ASPIRE BAKERIES LLC	Canada	TMA638123	4/22/2005	SUPREME INDULGENCE
ASPIRE BAKERIES LLC	Canada	TMA526089	3/30/2000	SWEET DISCOVERY
ASPIRE BAKERIES LLC	Canada	TMA697260	9/25/2007	SWEET DISCOVERY
ASPIRE BAKERIES LLC	Canada	TMA825558	6/5/2012	FRESH START BAKERIES and Design 
ASPIRE BAKERIES LLC	Canada	TMA670295	8/17/2006	OTIS
ASPIRE BAKERIES LLC	Canada	TMA691321	7/4/2007	GOTTA GET SOME
ASPIRE BAKERIES LLC	Canada	TMA416155	8/27/1993	SPUNKIES

Schedule I to First Lien Intellectual Property Security Agreement Supplement

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PATENT
REEL: 057176 FRAME: 0359

SCHEDULE II

PATENTS

Registered Owner	Country	Patent Number	Registration Date	Description
ASPIRE BAKERIES LLC	US	7,932,079	4/26/2011	Apparatus for producing and handling a flowing substance
ASPIRE BAKERIES LLC	Canada	2,607,342	9/24/2013	A frame for a board (frame for a peel board)
ASPIRE BAKERIES LLC	US	8,328,175	12/11/2012	Frame for a board
ASPIRE BAKERIES LLC	Canada	2,607,339	10/1/2013	A collecting device (oven semolina removal system)
ASPIRE BAKERIES LLC	US	8,099,826	1/24/2012	Material recovery system
ASPIRE BAKERIES LLC	US	8,763,787	7/1/2014	Conveyor
ASPIRE BAKERIES LLC	Canada	2,768,630	5/30/2017	Helicalconveyor (spiral conveyor)

Schedule II to First Lien Intellectual Property Security Agreement Supplement

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RECORDED: 08/13/2021

PATENT
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