

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Family Foods Group LLC		12/31/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as administrative agent		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1386912	DAIRY SWEET	
Registration Number:	2617186	EAGLE BRAND	
Registration Number:	0137954		
Registration Number:	2356145	EAGLE FAMILY FOODS, INC.	
Registration Number:	0128932	MAGNOLIA	
Registration Number:	1148083	MAGNOLIA BRAND	
Registration Number:	2425181	MAKE MAGIC IN MINUTES	
Registration Number:	0682615	MILNOT	
Registration Number:	0962190	MILNOT	
Registration Number:	0728611	PET	
Registration Number:	0088285	PET	
Registration Number:	1250578	SUNSHINE	
Registration Number:	1140479	SUNSHINE	
Registration Number:	1150549	SUNSHINE	
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		

CH \$390.00 1386912

TRADEMARK

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.

Phone: 6175269600
Email: oandrews@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: ONE INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11668.0186
NAME OF SUBMITTER:	Chad Morin
SIGNATURE:	/Chad Morin/
DATE SIGNED:	12/31/2015

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2015, is made by Eagle Family Foods Group LLC (the “**Grantor**”) in favor of Ares Capital Corporation (“**Ares Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Ares Capital, as Revolver Agent for itself and the Revolving Lenders, a Lender, L/C Issuer and as Administrative Agent to the Lenders and L/C Issuers (each as defined in the Credit Agreement referred to below) and Ally Bank, as Syndication Agent and a Lender, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby confirms that, pursuant to the Guaranty and Security Agreement, it pledged to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademarks of such Grantor, including the Trademarks set forth on Schedule 1 hereto (the “Trademark Collateral”); provided, however, notwithstanding the foregoing, no Lien or security interest was or is granted on any Excluded Assets.

Section 3. Guaranty and Security Agreement. This Trademark Security Agreement is intended to confirm the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

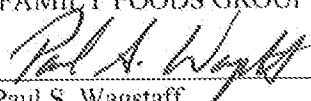
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EAGLE FAMILY FOODS GROUP LLC, as Grantor

By: 
Name: Paul S. Wagstaff
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____






ACCEPTED AND AGREED
as of the date first above written:


ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: Mitchell Goldstein
Authorized Signator

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date
DAIRY SWEET	1386912	3/18/1986
EAGLE BRAND	2617186	9/10/2002
	137954	12/14/1920
	2356145	6/6/2000
	128932	1/20/1920
	1148083	3/3/1981
MAKE MAGIC IN MINUTES	2425181	1/30/2001
MILNOT	682615	7/28/1959
	962190	6/26/1973
PET	728611	3/13/1962

PET	88285	9/10/1912
SUNSHINE	1250578	9/6/1983
SUNSHINE	1140479	10/14/1980
	1150549	4/7/1981
THE DAIRY GOODNESS PEOPLE	2810540	2/3/2004

2. TRADEMARK APPLICATIONS

None.