

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BakeMark USA LLC		08/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 82			
Property Type	Number	Word Mark	
Registration Number:	4553497	PREFERRED CREME CAKE MIX	
Registration Number:	4523224	TWINKLE PEARLS	
Registration Number:	4503035	BAKE BETTER	
Registration Number:	4503038	BAKE BETTER	
Registration Number:	4295816		
Registration Number:	4295817		
Registration Number:	4305372		
Registration Number:	4382816	SUPERFINE VANCENTRATE	
Registration Number:	4305370	SNOPRINCE FLOUR GETS ROYAL RESULTS SP	
Registration Number:	4305371	BAKEQWIK	
Registration Number:	4382818	BAKESENSE SENSIBLE BAKING SOLUTIONS.	
Registration Number:	4298312	LADY ELLEN	
Registration Number:	4327289	BAKERS ROW	
Registration Number:	4337613	PULSE OF BAKING	
Registration Number:	4337614	BAKIN N ROCKIN	
Registration Number:	4270084	NATIONAL DONUT DAY	
Registration Number:	4362243	NATIONAL DONUTDAY	
Registration Number:	4066033	BAKEMARK FINEST QUALITY GUARANTEED	
Registration Number:	4151006	C'EST VIVANT	
TRADEMARK			

OP \$2065.00 4553497

Property Type	Number	Word Mark
Registration Number:	4147420	C'EST VIVANT
Registration Number:	4150939	
Registration Number:	4150938	SPRINKELINA
Registration Number:	4223443	BAKERY MARKETING ALLIANCE
Registration Number:	4016449	BAKESENSE
Registration Number:	3774602	TEAM FRESH
Registration Number:	3774589	TEAM TKO
Registration Number:	3774590	TEAM SOFT
Registration Number:	3785988	SWEET'N SHINE
Registration Number:	3689033	FLAKTEX
Registration Number:	3651036	STEEPLECHASE
Registration Number:	3626930	AGUILA
Registration Number:	3626924	AGUILA
Registration Number:	4194887	BMA
Registration Number:	3553831	BEARS BRAND
Registration Number:	3534697	BAKEQWIK
Registration Number:	3532956	POULSBO
Registration Number:	3465212	PUD'N CRÈME
Registration Number:	3771969	BAKESENSE
Registration Number:	3399046	SNOPRINCE
Registration Number:	3395428	SPRINGWELL
Registration Number:	3382499	LADY ELLEN
Registration Number:	3552139	AUTHENTIC TASTE. WE DELIVER.
Registration Number:	2927655	BAKEMARK
Registration Number:	2506682	
Registration Number:	2684341	KNOXBRIDGE MILLS
Registration Number:	2574421	TEAM ALL PURPOSE
Registration Number:	2566095	TEAM FREEZE
Registration Number:	2564995	BAKEMARK
Registration Number:	2525851	TRIGAL DORADO
Registration Number:	2553489	TRIGAL DORADO
Registration Number:	2416378	BAKEMARK FINEST QUALITY GUARANTEED
Registration Number:	2274565	SQUEEZE N' FILL
Registration Number:	2416253	BAKEMARK
Registration Number:	2213031	FRUIT-O
Registration Number:	2011099	TWICE-AS-MOIST
Registration Number:	1830488	RELIANCE
Registration Number:	1830489	PRIDE OF DENMARK

Property Type	Number	Word Mark
Registration Number:	1853747	MAC MIX
Registration Number:	1872648	WESTCO
Registration Number:	2187010	MASTER MIX
Registration Number:	1880766	WESTCO
Registration Number:	1879937	WESTCO
Registration Number:	1857815	SUP-R-ROLL
Registration Number:	1789540	SERIO & SONS
Registration Number:	1522013	
Registration Number:	1447794	STALLION
Registration Number:	1447795	THOROBREAD
Registration Number:	4638716	SUP-R-WHIP
Registration Number:	3428774	TRIGAL DORADO
Registration Number:	1126731	BB
Registration Number:	3998394	BB
Registration Number:	4029023	BB BEST BRANDS
Registration Number:	3306633	BEST BRANDS
Registration Number:	0797541	FANTASIA
Serial Number:	87475249	NATIONAL DONUT DAY WORLD DONUT EATING CH
Serial Number:	87448265	NATIONAL DONUT DAY
Serial Number:	87437094	SHAPING THE FUTURE TOGETHER
Serial Number:	87437109	SHAPING THE FUTURE TOGETHER
Serial Number:	87417419	BAKEMARK ITALIA
Serial Number:	87417438	BAKEMARK ITALIA
Serial Number:	87417449	BAKEMARK ITALIA
Serial Number:	87393179	BREAKFASADAS

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 08/14/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ares Capital Corporation, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of August 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the U.S. federal registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any

Excluded Assets,

- (ii) general intangibles of a like nature,
- (iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and
- (iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

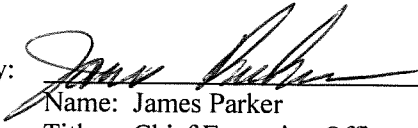
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed

an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

BAKEMARK USA LLC

By: 
Name: James Parker
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement (1L)]

TRADEMARK
REEL: 006128 FRAME: 0931

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BakeMark USA LLC	PREFERRED CRÈME CAKE MIX	4553497	6/17/14
BakeMark USA LLC	TWINKLE PEARLS	4523224	4/29/14
BakeMark USA LLC	BAKE BETTER	4503035	3/25/14
BakeMark USA LLC	BAKE BETTER	4503038	3/25/14
BakeMark USA LLC	DESIGN ONLY	4295816	2/26/13
BakeMark USA LLC	DESIGN ONLY	4295817	2/26/13
BakeMark USA LLC	DESIGN ONLY	4305372	3/19/13
BakeMark USA LLC	SUPERFINE VANCENTRATE	4382816	8/13/13
BakeMark USA LLC	SNOPRINCE FLOUR GETS ROYAL RESULTS SP	4305370	3/19/13
BakeMark USA LLC	BAKEQUIK	4305371	3/19/13
BakeMark USA LLC	BAKESENSE SENSIBLE BAKING SOLUTIONS	4382818	8/13/13
BakeMark USA LLC	LADY ELLEN	4298312	3/5/13
BakeMark USA LLC	BAKERS ROW	4327289	4/30/13

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BakeMark USA LLC	PULSE OF BAKING	4337613	5/21/13
BakeMark USA LLC	BAKIN N ROCKIN	4337614	5/21/13
BakeMark USA LLC	NATIONAL DONUT DAY	4270084	1/1/13
BakeMark USA LLC	NATIONAL DONUTDAY	4362243	7/2/13
BakeMark USA LLC	BAKEMARK FINEST QUALITY GUARANTEED	4066033	12/6/11
BakeMark USA LLC	C'EST VIVANT	4151006	5/29/12
BakeMark USA LLC	C'EST VIVANT	4147420	5/22/12
BakeMark USA LLC	DESIGN	4150939	5/29/12
BakeMark USA LLC	SPRINKELINA	4150938	5/29/12
BakeMark USA LLC	BAKERY MARKETING ALLIANCE	4223443	10/9/12
BakeMark USA LLC	BAKESENSE	4016449	8/23/11
BakeMark USA LLC	TEAM FRESH	3774602	4/13/10
BakeMark USA LLC	TEAM TKO	3774589	4/13/10
BakeMark USA LLC	TEAM SOFT	3774590	4/13/10
BakeMark USA LLC	SWEET'N SHINE	3785988	5/4/10
BakeMark USA LLC	FLAKTEX	3689033	9/29/09
BakeMark USA LLC	STEEPLECHASE	3651036	7/7/09
BakeMark USA LLC	AGUILA	3626930	5/26/09

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BakeMark USA LLC	AGUILA	3626924	5/26/09
BakeMark USA LLC	BMA	4194887	8/21/12
BakeMark USA LLC	BEARS BRAND	3553831	12/30/08
BakeMark USA LLC	BAKEQWIK	3534697	11/18/08
BakeMark USA LLC	POULSBO	3532956	11/18/08
BakeMark USA LLC	PUD'N CRÈME	3465212	7/15/08
BakeMark USA LLC	BAKESENSE	3771969	4/6/10
BakeMark USA LLC	SNOPRINCE	3399046	3/18/08
BakeMark USA LLC	SPRINGWELL	3395428	3/11/08
BakeMark USA LLC	LADY ELLEN	3382499	2/12/08
BakeMark USA LLC	AUTHENTIC TASTE. WE DELIVER.	3552139	12/23/08
BakeMark USA LLC	BAKEMARK	2927655	2/22/05
BakeMark USA LLC	DESIGN ONLY	2506682	11/13/01
BakeMark USA LLC	KNOXBRIDGE MILLS	2684341	2/4/03
BakeMark USA LLC	TEAM ALL PURPOSE	2574421	5/28/02
BakeMark USA LLC	TEAM FREEZE	2566095	4/30/02
BakeMark USA LLC	BAKEMARK	2564995	4/30/02
BakeMark USA LLC	TRIGAL DORADO	2525851	1/1/02
BakeMark USA LLC	TRIGAL DORADO	2553489	3/26/02

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BakeMark USA LLC	BAKEMARK FINEST QUALITY GUARANTEED	2416378	12/26/00
BakeMark USA LLC	SQUEEZE N' FILL	2274565	8/31/99
BakeMark USA LLC	BAKEMARK	2416253	12/26/00
BakeMark USA LLC	FRUIT-O	2213031	12/22/98
BakeMark USA LLC	TWICE-AS- MOIST	2011099	10/22/96
BakeMark USA LLC	RELIANCE	1830488	4/12/94
BakeMark USA LLC	PRIDE OF DENMARK	1830489	4/12/94
BakeMark USA LLC	MAC MIX	1853747	9/13/94
BakeMark USA LLC	WESTCO	1872648	1/10/95
BakeMark USA LLC	MASTER MIX	2187010	9/8/98
BakeMark USA LLC	WESTCO	1880766	2/28/95
BakeMark USA LLC	WESTCO	1879937	2/21/95
BakeMark USA LLC	SUP-R-ROLL	1857815	10/11/94
BakeMark USA LLC	SERIO & SONS	1789540	8/24/93
BakeMark USA LLC	DESIGN	1522013	1/24/89
BakeMark USA LLC	STALLION	1447794	7/14/87
BakeMark USA LLC	THOROBREAD	1447795	7/14/87
BakeMark USA LLC	SUP-R-WHIP	4638716	11/11/14
BakeMark USA LLC	TRIGAL DORADO	3428774	5/13/08

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BakeMark USA LLC	BB and Design	1,126,731	8/12/77
BakeMark USA LLC	BB and Design	3,998,394	6/7/07
BakeMark USA LLC	BB Best Brands and Design	4,029,023	6/8/07
BakeMark USA LLC	Best Brands	3,306,633	10/12/05
BakeMark USA LLC	FANTASIA (Stylized)	797,541	10/12/65

Trademark Applications:

GRANTOR	TRADEMARK	APPLICATION NUMBER	FILING DATE
BakeMark USA LLC	NATIONAL DONUT DAY WORLD DONUT EATING CHAMPIONSHIP	87475249	6/5/17
BakeMark USA LLC	NATIONAL DONUT DAY	87448265	5/12/17
BakeMark USA LLC	SHAPING THE FUTURE TOGETHER	87437094	5/4/17
BakeMark USA LLC	SHAPING THE FUTURE TOGETHER	87437109	5/4/17
BakeMark USA LLC	BAKEMARK ITALIA	87417419	4/19/17
BakeMark USA LLC	BAKEMARK ITALIA	87417438	4/19/17
BakeMark USA LLC	BAKEMARK ITALIA	87417449	4/19/17

GRANTOR	TRADEMARK	APPLICATION NUMBER	FILING DATE
BakeMark USA LLC	BREAKFASADAS	87393179	3/30/17