

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C.H. Guenther & Son LLC		03/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral 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: 60

Property Type	Number	Word Mark
Registration Number:	2044675	CONESTOGA
Registration Number:	2125746	CONESTOGA
Registration Number:	2127429	CONESTOGA BY PIONEER
Registration Number:	2044741	CONESTOGA
Registration Number:	4892688	FOUNDERS CHOICE
Registration Number:	4010233	GOLDEN HARVEST
Registration Number:	1359517	GUARANTEED QUALITY
Registration Number:	1612210	GUARANTEED QUALITY
Registration Number:	1606024	GUENTHER HOUSE
Registration Number:	2402627	THE GUENTHER HOUSE
Registration Number:	1311326	HEARTH & SKILLET
Registration Number:	1492486	HEARTH & SKILLET
Registration Number:	1892281	HEARTH & SKILLET
Registration Number:	1596709	HWS
Registration Number:	1346625	LA PALOMA
Registration Number:	1479815	LA PALOMA
Registration Number:	4961214	LA PALOMA
Registration Number:	4822826	MAKING HISTORY IN THE KITCHEN SINCE 1851

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1695488	MILLER'S PRIDE
Registration Number:	2853745	MINUTE MIX
Registration Number:	2254584	MINUTE MIX
Registration Number:	2363585	MINUTE MIX PIONEER QUALITY
Registration Number:	1341246	
Registration Number:	1343034	
Registration Number:	1390145	
Registration Number:	1400581	
Registration Number:	1667763	
Registration Number:	2838767	MORNING BOUNTY
Registration Number:	0866506	PIONEER
Registration Number:	1433125	PIONEER
Registration Number:	1483107	PIONEER
Registration Number:	1529778	PIONEER
Registration Number:	1507397	PIONEER
Registration Number:	1646168	PIONEER
Registration Number:	1614115	PIONEER
Registration Number:	1953253	PIONEER
Registration Number:	1798440	PIONEER
Registration Number:	1788932	PIONEER
Registration Number:	1626178	PIONEER
Registration Number:	1665177	PIONEER
Registration Number:	1423106	PIONEER
Registration Number:	2779644	PIONEER
Registration Number:	3171029	¡QUÉ MARAVILLA DE TORTILLA!
Registration Number:	1625065	RIVER MILL
Registration Number:	1630219	RIVER MILL
Registration Number:	1634918	SAN ANTONIO RIVER MILL BRAND
Registration Number:	1648267	SAN ANTONIO RIVER MILL BRAND
Registration Number:	2052507	SAN ANTONIO RIVER MILL BRAND
Registration Number:	2380004	SAN ANTONIO RIVER MILL BRAND
Registration Number:	4697178	SIMPLE SPLIT
Registration Number:	1307002	SOUTHERN SUCCESS
Registration Number:	1401451	SOUTHERN SUCCESS
Registration Number:	1593283	SOUTHERN SUCCESS
Registration Number:	3036112	STILL PIONEERING
Registration Number:	4769279	TURNING MEALS INTO MEMORIES SINCE 1851
Registration Number:	1390143	WHITE OAK

Property Type	Number	Word Mark
Registration Number:	0967162	WHITE WINGS
Registration Number:	1313715	WHITE WINGS
Registration Number:	2105960	WHITE WINGS
Serial Number:	86141775	DEEP IN THE HEART OF FOODSERVICE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	040896-0083
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	04/13/2018

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of March 30, 2018 (as amended, 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 Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security 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 Collateral 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 collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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 (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (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 and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark

Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Trademark Security 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 Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral 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 security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY 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 Trademark Security 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 Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each 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.

C. H. GUENTHER & SON LLC;
WILLIAMS FOODS LLC;
LES PLATS DU CHEF USA LLC;
THE MORRISON MILLING COMPANY LLC;
TRIBECA OVEN LLC; and
PIZZA BLENDS LLC, each as a Grantor

By: 
Name: Janelle M. Sykes
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006312 FRAME: 0602

ARES CAPITAL CORPORATION,
as Collateral Agent

By: Michael Smith
Name: MICHAEL L. SMITH
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Security Agreement]





TRADEMARK
REEL: 006312 FRAME: 0603



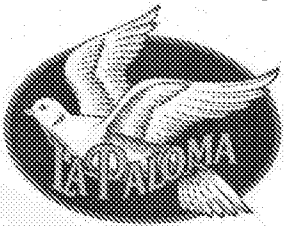
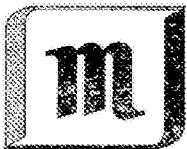
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



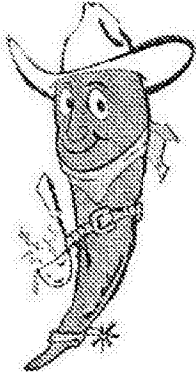
TRADEMARK REGISTRATIONS AND APPLICATIONS





Mark	Application Number Registration Number	Application Date/ Registration Date	Grantor
ARTISAN BAKERS SMALL BATCH ALL- NATURAL TRIBECA OVEN HAND CRAFTED & Design 	85019798 4109482	4/21/10; 3/6/12	Tribeca Oven LLC
ASIAN SKILLET CLASSICS	78937598 4179871	7/26/06; 7/24/12	Williams Foods LLC
BLUE TICK DRESSING¹	75291066 2156820	5/13/97; 5/12/98	Williams Foods LLC
BRING ON THE FLAVOR	78281731 3242832	7/31/03; 5/15/07	Williams Foods LLC
CONESTOGA	74661468 2044675	4/14/95; 3/11/97	C. H. Guenther & Son LLC
CONESTOGA	75244687 2125746	2/20/97; 12/30/97	C. H. Guenther & Son LLC
CONESTOGA BY PIONEER & Design 	75244690 2127429	2/20/97; 1/6/98	C. H. Guenther & Son LLC
CONESTOGA & Design	74669764	5/4/95; 3/11/97	C. H. Guenther &

¹ Williams Foods LLC has requested termination of this trademark.





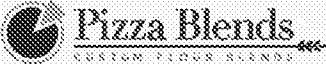
	2044741		Son LLC
DEEP IN THE HEART OF FOODSERVICE	86141775 ITU ²	12/12/13	C. H. Guenther & Son LLC
EL REAL & Design 	74445371 1872684	10/8/93; 1/10/95	The Morrison Milling Company LLC
FOUNDER'S CHOICE	86669669 4892688	6/22/15; 1/26/16	C. H. Guenther & Son LLC
GOLDEN HARVEST	85036701 4010233	5/12/10; 8/9/11	C. H. Guenther & Son LLC
THE GREAT AMERICAN	86282116 4663157	5/15/14; 12/30/14	Pizza Blends, LLC
GUARANTEED QUALITY & Design 	73522816 1359517	2/19/85; 9/10/85	C. H. Guenther & Son LLC
GUARANTEED QUALITY & Design 	73823132 1612210	9/5/89; 9/4/90	C. H. Guenther & Son LLC
GUENTHER HOUSE	73800099 1606024	5/15/89; 7/10/90	C. H. Guenther & Son LLC





THE GUENTHER HOUSE & Design 	75567906 2402627	10/8/98; 11/7/00	C. H. Guenther & Son LLC
HEARTH & SKILLET	73460548 1311326	1/12/84; 12/25/84	C. H. Guenther & Son LLC
HEARTH & SKILLET	73687326 1492486	10/1/87; 6/14/88	C. H. Guenther & Son LLC
HEARTH & SKILLET & Design 	74433357 1892281	9/7/93; 5/2/95	C. H. Guenther & Son LLC
HWS	73826168 1596709	9/18/89; 5/15/90	C. H. Guenther & Son LLC
JEL EASE	76542063 3052118	8/22/03; 1/31/06	Williams Foods LLC
LA PALOMA	73514515 1346625	12/20/84; 7/2/85	C. H. Guenther & Son LLC
LA PALOMA	73556584 1479815	9/3/85; 3/8/88	C. H. Guenther & Son LLC
LA PALOMA & Design 	86520113 4961214	1/30/15; 5/17/16	C. H. Guenther & Son LLC
M & Design 	72247046 0833768	06/01/66; 8/15/67	The Morrison Milling Company LLC
MAGNIFLAVOR	74023744	1/29/90;	Williams Foods LLC

	1661274	10/15/91	
MAKING HISTORY IN THE KITCHEN SINCE 1851	86141791 4822826	12/12/13; 9/29/15	C. H. Guenther & Son LLC
MILLER'S PRIDE	74084668 1695488	8/3/90; 6/16/92	C. H. Guenther & Son LLC
MINUTE MIX	78252132 2853745	5/20/03; 6/15/04	C. H. Guenther & Son LLC
MINUTE MIX	75418348 2254584	1/15/98; 6/15/99	C. H. Guenther & Son LLC
MINUTE MIX PIONEER QUALITY & Design 	75418349 2363585	1/15/98; 7/4/00	C. H. Guenther & Son LLC
Miscellaneous Dove Design 	73460933 1341246	1/16/84; 6/11/85	C. H. Guenther & Son LLC
Miscellaneous Pepper Design 	77977079 3628721	3/7/08; 5/26/09	Williams Foods LLC
Miscellaneous Portrait Design	73469688 1343034	3/12/84; 6/18/85	C. H. Guenther & Son LLC





			
<p>Miscellaneous Tree Design</p> 	<p>73556188 1390145</p>	<p>8/30/85; 4/15/86</p>	<p>C. H. Guenther & Son LLC</p>
<p>Miscellaneous Woman Design</p> 	<p>73563484 1400581</p>	<p>10/16/85; 7/8/86</p>	<p>C. H. Guenther & Son LLC</p>
<p>Miscellaneous Woman Design</p> 	<p>74118933 1667763</p>	<p>11/28/90; 12/10/91</p>	<p>C. H. Guenther & Son LLC</p>
<p>MORNING BOUNTY</p>	<p>78252109 2838767</p>	<p>5/20/03; 5/4/04</p>	<p>C. H. Guenther & Son LLC</p>

MORRISON'S	72247141 0838010	6/2/66; 10/31/67	The Morrison Milling Company LLC
MORRISON'S BIS- KITS (Stylized) <small>MORRISON'S</small> BIS-KITS	72224318 0820859	7/27/65; 12/20/66	The Morrison Milling Company LLC
MORRISON'S CORN- KITS (Stylized) <small>MORRISON'S</small> corn-kits	72229540 0918124	10/7/65; 8/10/71	The Morrison Milling Company LLC
MORRISON'S PAN- KITS (Stylized) <small>MORRISON'S</small> PAN-KITS	72256510 0830710	10/17/66; 6/20/67	The Morrison Milling Company LLC
MORRISON'S PETER PAN	72461412 0981680	6/26/73; 4/2/74	The Morrison Milling Company LLC
MORRISON'S SUPER BAKERS	72461413 0981681	6/26/73; 4/2/74	The Morrison Milling Company LLC
PETER PAN	78811852 3676510	2/10/06; 9/1/09	The Morrison Milling Company LLC
PETER PAN	72059208 0691365	9/19/58; 1/12/60	The Morrison Milling Company LLC
PIONEER	72286135 866506	12/14/67; 3/11/69	C. H. Guenther & Son LLC
PIONEER	73561637 1433125	10/4/85; 3/17/87	C. H. Guenther & Son LLC
PIONEER	73645001 1483107	2/17/87; 4/5/88	C. H. Guenther & Son LLC
PIONEER	73645000 1529778	2/17/87; 3/14/89	C. H. Guenther & Son LLC
PIONEER	73661068 1507397	5/15/87; 10/4/88	C. H. Guenther & Son LLC
PIONEER	74002758 1646168	11/16/89; 5/28/91	C. H. Guenther & Son LLC
PIONEER	74002175 1614115	11/16/89; 9/18/90	C. H. Guenther & Son LLC

PIONEER	74644538 1953253	3/10/95; 1/30/96	C. H. Guenther & Son LLC
PIONEER	74800818 1798440	7/18/90; 10/12/93	C. H. Guenther & Son LLC
PIONEER	74801158 1788932	7/18/90; 8/17/93	C. H. Guenther & Son LLC
PIONEER (<i>Stylized</i>) 	74033046 1626178	2/27/90; 12/4/90	C. H. Guenther & Son LLC
PIONEER (<i>Stylized</i>) 	74119490 1665177	11/28/90; 11/19/91	C. H. Guenther & Son LLC
PIONEER (<i>Stylized</i>) 	73561641 1423106	10/4/85; 12/30/86	C. H. Guenther & Son LLC
PIONEER (<i>Stylized</i>) 	78187073 2779644	11/20/02; 11/4/03	C. H. Guenther & Son LLC
PIZZA BLENDS	86282125 4897066	5/15/14; 2/9/16	Pizza Blends LLC
PIZZA BLENDS CUSTOM FLOUR BLENDS & Design 	86282265 4897067	5/15/14; 2/9/16	Pizza Blends LLC
¡QUÉ MARAVILLA DE TORTILLA!	78723005 3171029	9/29/05; 11/14/06	C. H. Guenther & Son LLC
RIVER MILL	74011634 1625065	12/18/89; 11/27/90	C. H. Guenther & Son LLC
RIVER MILL	73823440 1630219	9/5/89; 1/1/91	C. H. Guenther & Son LLC
SAN ANTONIO RIVER MILL BRAND & Design	73823517 1634918	9/5/89; 2/12/91	C. H. Guenther & Son LLC

			
SAN ANTONIO RIVER MILL BRAND & Design 	73823417 1648267	9/5/89; 6/18/91	C. H. Guenther & Son LLC
SAN ANTONIO RIVER MILL BRAND & Design 	75085910 2052507	4/9/96; 4/15/97	C. H. Guenther & Son LLC
SAN ANTONIO RIVER MILL BRAND & Design 	75556995 2380004	9/21/98; 8/22/00	C. H. Guenther & Son LLC
SEASON 'N BAKE	75314047 2242205	6/24/97; 4/27/99	Williams Foods LLC
SEASON 'N BAKE	78632514 3085511	5/18/05; 4/25/06	Williams Foods LLC
SIMPLE SPLIT	86207085 4697178	2/28/14; 3/3/15	C. H. Guenther & Son LLC
SOUTHERN SUCCESS	73460544 1307002	1/12/84; 11/27/84	C. H. Guenther & Son LLC

SOUTHERN SUCCESS	73538778 1401451	5/20/85; 7/15/86	C. H. Guenther & Son LLC
SOUTHERN SUCCESS	73823435 1593283	9/5/89; 4/24/90	C. H. Guenther & Son LLC
STILL PIONEERING	76282312 3036112	7/9/01; 12/27/05	C. H. Guenther & Son LLC
SUN-BIRD	73184723 1124991	9/5/78; 9/11/79	Williams Foods LLC
SUN BIRD & Design SUN·BIRD	75233015 2121797	1/29/97; 12/16/97	Williams Foods LLC
SUN BIRD & Design 	74070412 1838448	6/18/90; 5/31/94	Williams Foods LLC
TRIBECA OVEN	87197952 5249317	10/10/16; 7/25/17	Tribeca Oven LLC
TURNING MEALS INTO MEMORIES SINCE 1851	85982858 4769279	9/21/12; 7/7/15	C. H. Guenther & Son LLC
W & Design 	76542064 2962840	8/22/03; 6/21/05	Williams Foods LLC
WAGNER GOURMET FOODS	75151229 2237163	8/16/96; 4/6/99	Williams Foods LLC
WAGNER GOURMET FOODS SINCE 1847 & Design	75231632 2241077	1/27/97; 4/20/99	Williams Foods LLC

			
WAGNER'S	86865407 5127057	1/5/16; 1/24/17	Williams Foods LLC
WAGNER'S SINCE 1847 EXPERIENCE THE TASTE & Design 	78880276 3213340	5/10/06; 2/27/07	Williams Foods LLC
WHITE OAK	73556128 1390143	8/30/85; 4/15/86	C. H. Guenther & Son LLC
WHITE WINGS	72440869 967162	11/10/72; 8/28/73	C. H. Guenther & Son LLC
WHITE WINGS (Stylized) 	73468698 1313715	3/5/84; 1/8/85	C. H. Guenther & Son LLC
WHITE WINGS	75104483 2105960	5/15/96; 10/14/97	C. H. Guenther & Son LLC
WILLIAMS	76515082 3018992	5/19/03; 11/29/05	Williams Foods LLC
WILLIAMS (Stylized) 	73656077 1504172	4/20/87; 9/13/88	Williams Foods LLC
WILLIAMS COUNTRY STORE	78476662 3008875	8/31/04; 10/25/05	Williams Foods LLC