

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kennedy Endeavors, Incorporated		10/21/2019	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3435650	EL RESTAURANTE	
<b>Registration Number:</b>	3098035	ERIN'S	
<b>Registration Number:</b>	3697408	HAWAIIAN	
<b>Registration Number:</b>	4449997	HUSMAN'S	
<b>Registration Number:</b>	0726777	HUSMAN'S	
<b>Registration Number:</b>	5360509	MAKE IT LOUD. MAKE IT BOLD. MAKE IT LOCA	
<b>Registration Number:</b>	3648913	NATURALLY GOOD	
<b>Registration Number:</b>	2134541	PITTSBURGH	
<b>Registration Number:</b>	5644343	POP-N-THIN	
<b>Registration Number:</b>	5238301	PUFF-N-BITES	
<b>Registration Number:</b>	1309260	PUFF-N-CORN	
<b>Registration Number:</b>	4756712	SIMPLY ERIN'S	
<b>Registration Number:</b>	3232333	SNYDER OF BERLIN	
<b>Registration Number:</b>	2720688	SWEET 'N SASSY	
<b>Registration Number:</b>	3037601	TIM'S	
<b>Registration Number:</b>	3186037	TIM'S CASCADE SNACKS	
<b>Registration Number:</b>	1610682	TIM'S CASCADE STYLE POTATO CHIPS	
<b>Registration Number:</b>	2813104	JALAPENO HOT	
<b>Serial Number:</b>	87141611	BUCKEYE	
<b>TRADEMARK</b>			

OP \$490.00 3435650

**CORRESPONDENCE DATA****Fax Number:**

*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:** 202.370.4750  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Jennifer Tindie  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1144173
<b>NAME OF SUBMITTER:</b>	Wenny Zhu
<b>SIGNATURE:</b>	/Wenny Zhu/
<b>DATE SIGNED:</b>	10/23/2019

**Total Attachments: 6**

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SECURITY AGREEMENT SUPPLEMENT  
FOR TRADEMARKS

SUPPLEMENT NO. 1 (this “Supplement”) dated as of October 21, 2019, to the First Lien Security Agreement dated as of November 21, 2017 (the “Closing Date”) among certain subsidiaries of UM-U INTERMEDIATE, LLC, a Delaware limited liability company (“UM-U Parent”), UM-R INTERMEDIATE, LLC, a Delaware limited liability company (“UM-R Parent”) and SRS LEASING, LLC, a Delaware limited liability company (“SRS Leasing Parent”, and together with UM-U Parent and UM-R Parent, the “Parents”) from time to time party thereto and BANK OF AMERICA, N.A. (“Bank of America”), as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain First Lien Credit Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the “Borrower”), Parents, Bank of America, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and as First Lien Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Parents and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans from time to time under the terms of the Credit Agreement.

Accordingly, the First Lien Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the First Lien Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This 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. This Supplement shall become effective when the First Lien Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the First Lien Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the First Lien Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the First Lien Collateral, including all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule I hereto (excluding any Excluded Property); and

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 13. Reimbursement of the First Lien Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the First Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

**KENNEDY ENDEAVORS, INCORPORATED,**  
a Washington corporation,  
as a Grantor


By:   
Name: Dylan B. Lissette  
Title: Chief Executive Officer

Jurisdiction of Formation/Incorporation: Washington  
Address Of Chief Executive Office: 900 High Street,  
Hanover, Pennsylvania 17331

Signature Page to  
First Lien Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 006777 FRAME: 0437**

BANK OF AMERICA, N.A.,  
as First Lien Collateral Agent

By:   
Name: Paley Chen  
Title: Vice President

[Signature Page to First Lien Short Form Trademark Security Agreement (Kennedy Endeavors)]

SCHEDULE I  
TO SUPPLEMENT NO. 1 TO THE  
FIRST LIEN SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Kennedy Endeavors, Incorporated	EL RESTAURANTE	3435650
Kennedy Endeavors, Incorporated	ERIN'S	3098035
Kennedy Endeavors, Incorporated	HA WAIIAN	3697408
Kennedy Endeavors, Incorporated	HUSMAN'S	4449997
Kennedy Endeavors, Incorporate	HUSMAN'S (Stylized)	0726777
Kennedy Endeavors, Incorporated	MAKE IT LOUD. MAKE IT BOLD. MAKE IT LOCAL. MAKE IT TIM'S!	5360509
Kennedy Endeavors, Incorporated	NATURALLY GOOD	3648913
Kennedy Endeavors, Incorporated	PITTSBURGH	2134541
Kennedy Endeavors, Incorporated	POP-IN-THIN	5644343
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Kennedy Endeavors, Incorporated	SWEET 'N SASSY	2720688
Kennedy Endeavors, Incorporated	TIM'S	3037601
Kennedy Endeavors, Incorporated	TIM'S CASCADE SNACKS & DESIGN	3186037
Kennedy Endeavors, Incorporated	TIM'S CASCADE STYLE POTATO CHIPS	1610682
Kennedy Endeavors, Incorporated	JALAPENO HOT	2813104
Kennedy Endeavors, Incorporated	BUCKEYE	87/141611