

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rice Investments, L.P.		10/21/2019	Limited Partnership: DELAWARE
GH Pop Holdings LLC		10/21/2019	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5486916	SAY CHEESE!
Registration Number:	5508901	MADE TO BE REMEMBERED
Registration Number:	5697415	"DIRTY" ORIGINAL RECIPE POTATO CHIPS
Registration Number:	5792470	HOTTER 'N HOT
Registration Number:	5838095	SWEET CREOLE ONION
Serial Number:	88412414	THE CRUNCH THAT CONNECTS US ALL
Serial Number:	88389212	UTZ DAISIES
Serial Number:	88524469	
Serial Number:	88036559	PUB STICKS
Registration Number:	5870275	
Serial Number:	86771552	SOULFUL SNACKING
Registration Number:	4618118	RED BARN
Registration Number:	4800976	AMERICAN FARMER

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.

TRADEMARK

Phone: 202.370.4750
Email: ipteam@cogencyglobal.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

ATTORNEY DOCKET NUMBER: 1144173

NAME OF SUBMITTER: Wenny Zhu

SIGNATURE: /Wenny Zhu/

DATE SIGNED: 10/23/2019

Total Attachments: 5

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SHORT FORM FIRST LIEN
TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of October 21, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“Bank of America”) as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. 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.

WHEREAS, UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the “Borrower”), UM-U INTERMEDIATE, LLC, a Delaware limited liability company (“UM-U Parent”), UM-R INTERMEDIATE, LLC, a Delaware limited liability company (“UM-R Parent”), SRS LEASING, LLC, a Delaware limited liability company (“SRS Leasing Parent”, and together with UM-U Parent and UM-R Parent, the “Parents”), Bank of America, as Administrative Agent and as First Lien Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the First Lien Credit Agreement dated as of November 21, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 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 A hereto (excluding any Excluded Property) (the “First Lien Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement 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.

[Signature Pages Follow]


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

RICE INVESTMENTS, L.P.,
a Delaware limited partnership,
as an Initial Grantor

By: Utz Quality Foods, LLC
Its: General Partner

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

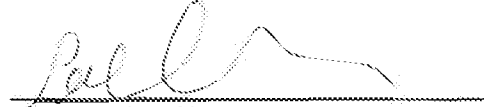
GH POP HOLDINGS LLC,
a Pennsylvania limited liability company

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

Signature Page to
First Lien Trademark Security Agreement

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

By:



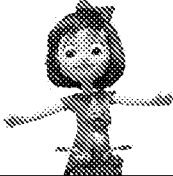
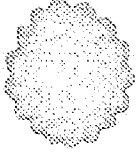
Name: Paley Chen
Title: Vice President

[Signature Page to Short Form First Lien Trademark Security Agreement (Rice Investments/GH POP)]

TRADEMARK
REEL: 006777 FRAME: 0449

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Rice Investments, L.P.	SAY CHEESE!	5486916
Rice Investments, L.P.	MADE TO BE REMEMBERED	5508901
Rice Investments, L.P.	"DIRTY" ORIGINAL RECIPE POTATO CHIPS	5697415
Rice Investments, L.P.	HOTTER N' HOT	5792470
Rice Investments, L.P.	SWEET CREOLE ONION	5838095
Rice Investments, L.P.	THE CRUNCH THAT CONNECTS US ALL	88412414
Rice Investments, L.P.	UTZ DAISIES	88389212
Rice Investments, L.P.		88524469
Rice Investments, L.P.	PUB STICKS	88036559
Rice Investments, L.P.		5870275
Rice Investments, L.P.	SOULFUL SNACKING	86771552
Rice Investments, L.P.	SAY CHEESE!	5486916
GH POP HOLDINGS LLC	RED BARN	4618118
GH POP HOLDINGS LLC	AMERICAN FARMER	4800976