

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Italian Pasta Company		12/11/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 No. Tryon Street, 5th floor
Internal Address:	Mail Code: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	1642927	AMERICAN BEAUTY
Registration Number:	5716220	AMERICAN BEAUTY
Registration Number:	5765462	AMERICAN BEAUTY
Registration Number:	5765463	AMERICAN BEAUTY
Registration Number:	5675771	AMERICAN BEAUTY GLUTEN FREE
Registration Number:	5675770	AMERICAN BEAUTY SUPERGREENS
Registration Number:	5846907	MADE WITH QUALITY WHEAT
Registration Number:	5765461	SIMPLY PERFECT PASTA SINCE 1916
Registration Number:	0915314	
Registration Number:	4786952	A NEIGHBORHOOD TRADITION SINCE 1912
Registration Number:	0090907	CREAMETTE
Registration Number:	0576129	CREAMETTE
Registration Number:	0821223	CREAMETTE
Registration Number:	4523099	CREAMETTE 150
Registration Number:	4502799	CREAMETTE 150 CALORIES
Registration Number:	4786966	CREAMETTE FAMILY TRADITION SINCE 1912
Registration Number:	5424466	CREAMETTE GLUTEN FREE
Registration Number:	5962475	HOW WE DO PASTA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1109562	LIGHT 'N FLUFFY
Registration Number:	0609228	MRS. WEISS'
Registration Number:	0646880	MRS. WEISS'
Registration Number:	5808078	MRS. WEISS'
Registration Number:	5835742	MRS. WEISS'
Registration Number:	6048232	MRS. WEISS'
Registration Number:	5901376	MRS. WEISS'
Registration Number:	1708489	NEW MILL
Registration Number:	1109793	NO YOLKS
Registration Number:	1673567	NO YOLKS
Registration Number:	5466906	NO YOLKS
Registration Number:	5196247	USE YOUR NOODLE
Registration Number:	3959074	USE YOUR NOODLE!
Registration Number:	1239609	P&R
Registration Number:	1257063	P&R PROCINO-ROSSI
Registration Number:	2026782	EVERY DAY'S A PRINCE PASTA DAY!
Registration Number:	5535857	EVERY DAY'S A PRINCE PASTA DAY!
Registration Number:	0137680	PRINCE
Registration Number:	4125691	PRINCE
Registration Number:	4786967	PRINCE
Registration Number:	0970866	WEDNESDAY IS PRINCE SPAGHETTI DAY
Registration Number:	5723202	
Registration Number:	3887031	QUICK COOK
Registration Number:	3481785	SIMPLY PERFECT PASTA
Registration Number:	5588316	HOMESTYLE
Registration Number:	1248557	
Registration Number:	5597765	THICK AND HEARTY
Registration Number:	5602380	#SANGIORGIO4GOOD
Registration Number:	0844679	
Registration Number:	0177999	POT-PIE
Registration Number:	0607385	SAN GIORGIO
Registration Number:	0844678	SAN GIORGIO
Registration Number:	5307081	SAN GIORGIO SINCE 1914
Registration Number:	5257956	RED, WHITE, & BLUE SINCE 1912
Registration Number:	5257957	RED, WHITE, & BLUE SINCE 1912
Registration Number:	5671446	SIMPLY PERFECT PASTA SINCE 1912
Registration Number:	0670993	SKINNER
Registration Number:	1521166	SKINNER

Property Type	Number	Word Mark
Registration Number:	4960762	SKINNER
Registration Number:	5765124	SKINNER
Registration Number:	5551480	SKINNER GLUTEN FREE
Registration Number:	5740820	SKINNER SUPERGREENS
Registration Number:	1313673	SKINNER'S
Registration Number:	1491386	WACKY MAC
Registration Number:	2908113	WACKY MAC
Registration Number:	5082556	WACKY MAC MAC & CHEESE
Serial Number:	88906846	AB
Serial Number:	88134144	AMERICAN BEAUTY PASTA PORTIONS
Serial Number:	88654236	THAT'S REAL. AMERICAN BEAUTY
Serial Number:	88055020	TONIGHT WE PASTA
Serial Number:	88576163	CREAMETTE PASTA PORTIONS
Serial Number:	88134117	SAN GIORGIO PASTA PORTIONS
Serial Number:	88134171	SKINNER PASTA PORTIONS
Serial Number:	88576167	PRINCE PASTA PORTIONS

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	401180/507
NAME OF SUBMITTER:	Christine McLellan
SIGNATURE:	/Christine McLellan/
DATE SIGNED:	12/15/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2020 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, this “**Trademark Security Agreement**”) is made by American Italian Pasta Company, a Delaware corporation (the “**Grantor**”) in favor of Bank of America, N.A. as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Article IX of the Credit Agreement or otherwise, the “**Administrative Agent**”) for the ratable benefit of the Secured Parties.

WHEREAS, the Grantor owns the Trademark Collateral (as defined below);

WHEREAS, TreeHouse Foods, Inc., as the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to that certain Second Amended and Restated Credit Agreement, dated as of December 1, 2017 (as amended by Amendment No. 1, dated as of June 11, 2018, and as further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of June 11, 2018 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Security Agreement**”) to, among other things, secure the Secured Obligations of the Grantor under the Loan Documents; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. As used herein “**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, Internet domain names, fictitious business names, trade dress, trade styles, service marks, certification marks, slogans, logos and other source or business identifiers and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or any other country or any political subdivision thereof, including any thereof referred to in Schedule 1 attached hereto, (b) all renewals thereof, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages or payments for past, present, or future infringements, misappropriations, or other violations of any of the foregoing, (d) the right to sue or otherwise recover for past, present, or future infringements, misappropriations, or other

violations of any of the foregoing, and (e) all rights corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, any and all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks, including those referred to on Schedule 1 hereto (all of the foregoing items or types of property being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding anything to the contrary contained herein, the security interests granted under this Trademark Security Agreement shall not extend to any Trademark application filed in the USPTO on the basis of the applicant's intent-to-use such Trademark, unless and until evidence of use of the Trademark has been filed with, and accepted by, the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

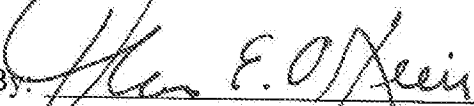
SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising under or relating to this Trademark Security Agreement shall be governed by, and construed in accordance with, the Law of the State of New York.

[Signature Page Follows]

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

AMERICAN ITALIAN PASTA
COMPANY

By: 

Name: Thomas E. O'Neill

Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007157 FRAME: 0770

Acknowledged:

**BANK OF AMERICA, N.A., as
Administrative Agent**

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry". The signature is written in dark ink on a light background.

By: _____

Name: Bridgett J. Manduk Mowry

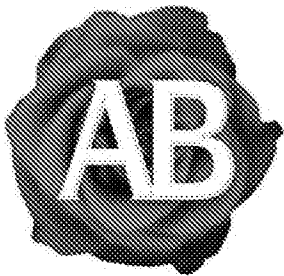


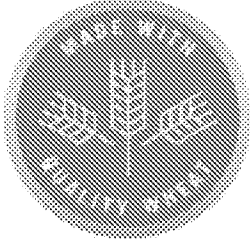
Title: Vice President

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

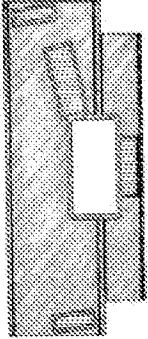

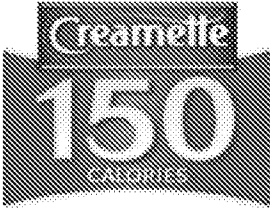

Trademark Registrations and Applications

AMERICAN BEAUTY MARKS

Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	Appl. Ser. No. 88906846 Filed 2020-05-08
AMERICAN BEAUTY	US	American Italian Pasta Company	1642927 1991-04-30
	US	American Italian Pasta Company	5716220 2019-04-02
	US	American Italian Pasta Company	5765462 2018-06-20
AMERICAN BEAUTY	US	American Italian Pasta Company	5765463 2019-05-28
AMERICAN BEAUTY GLUTEN FREE	US	American Italian Pasta Company	5675771 2019-02-12
AMERICAN BEAUTY PASTA PORTIONS	US	American Italian Pasta Company	Appl. Ser. No 88134144 filed 2018-09-27
AMERICAN BEAUTY SUPERGREENS	US	American Italian Pasta Company	5675770 2019-02-12
	US	American Italian Pasta Company	5846907 2019-08-27

Trademark	Country	Owner	Reg. No. Reg Date
THAT'S REAL. AMERICAN BEAUTY	US	American Italian Pasta Company	Appl. Ser. No. 88654236 filed 2019-10-15
SIMPLY PERFECT PASTA SINCE 1916	US	American Italian Pasta Company	5765461 2019-05-28
TONIGHT WE PASTA	US	American Italian Pasta Company	Appl. Ser. No. 88055020 filed 2018- 07-28

CREAMETTE MARKS






Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	0915314 1971-06-15
A NEIGHBORHOOD TRADITION SINCE 1912	US	American Italian Pasta Company	4786952 2015-04-28
CREAMETTE	US	American Italian Pasta Company	0090907 1913-04-01
	US	American Italian Pasta Company	0576129 1953-06-16
CREAMETTE	US	American Italian Pasta Company	0821223 1966-12-27
CREAMETTE 150	US	American Italian Pasta Company	4523099 2014-04-29
	US	American Italian Pasta Company	4502799 2014-03-25
	US	American Italian Pasta Company	4786966 2015-08-04

Trademark	Country	Owner	Reg. No. Reg Date
CREAMETTE GLUTEN FREE	US	American Italian Pasta Company	5424466 2018-03-13
CREAMETTE PASTA PORTIONS	US	American Italian Pasta Company	Appl. Ser. No. 88576163 2019-08-13
HOW DO WE PASTA	US	American Italian Pasta Company	5962475 2020-01-14

LIGHT 'N FLUFFY MARKS

Trademark	Country	Owner	Reg. No. Reg Date
LIGHT 'N FLUFFY	US	American Italian Pasta Company	1109562 1978-1219



MRS. WEISS' MARKS

Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	0609228 1955-07-19
	US	American Italian Pasta Company	0646880 1957-06-11
	US	American Italian Pasta Company	5808078 2019-07-16
	US	American Italian Pasta Company	5835742 2019-08-13
	US	American Italian Pasta Company	6048232 2020-05-05
MRS. WEISS'	US	American Italian Pasta Company	5901376 2019-05-11


NEW MILL MARKS

Trademark	Country	Owner	Reg. No. Reg Date
NEW MILL	US	American Italian Pasta Company	1708489 1992-08-18

NO YOLKS MARKS



Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	1109793 1978-12-19
NO YOLKS	US	American Italian Pasta Company	1673567 1992-01-28
	US	American Italian Pasta Company	5466906 2018-05-15
USE YOUR NOODLE	US	American Italian Pasta Company	5196247 2017-02-05
USE YOUR NOODLE!	US	American Italian Pasta Company	3959074 2010-04-02

P&R MARKS

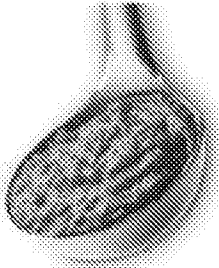

Trademark	Country	Owner	Reg. No. Reg Date
P&R	US	American Italian Pasta Company	1239609 1983-05-24
	US	American Italian Pasta Company	1257063 1983-11-08

PRINCE MARKS

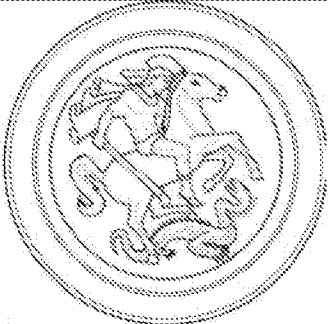

Trademark	Country	Owner	Reg. No. Reg Date
EVERY DAY'S A PRINCE PASTA DAY!	US	American Italian Pasta Company	2026782 1996-12-31
EVERY DAY'S A PRINCE PASTA DAY!	US	American Italian Pasta Company	5535857 2018-08-07
PRINCE	US	American Italian Pasta Company	0137680 1920-11-30

Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	4125691 2012-04-10
	US	American Italian Pasta Company	4786967 2015-08-04
PRINCE PASTA PORTIONS	US	American Italian Pasta Company	88576167 2019-08-13
WEDNESDAY IS PRINCE SPAGHETTI DAY	US	American Italian Pasta Company	0970866 1973-10-16

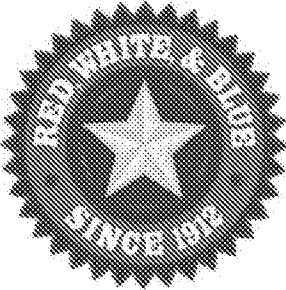
RONZONI MARKS





Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	5723202 2019-09-04
QUICK COOK	US	American Italian Pasta Company	3887031 2010-12-07
SIMPLY PERFECT PASTA	US	American Italian Pasta Company	3481785 2008-05-08
<i>homestyle</i>	US	American Italian Pasta Company	5588316 2018-10-16
	US	American Italian Pasta Company	1248557 1983-08-16
THICK AND HEARTY	US	American Italian Pasta Company	5597765 2018-10-30

SAN GIORGIO MARKS

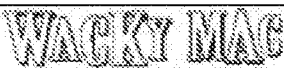

Mark	Country	Owner	Reg. No. Reg. Date
#SANGIORGIO4GOOD	US	American Italian Pasta Company	5602380 2018.06.11
	US	American Italian Pasta Company	0844679 1966-11-04
POT-PIE	US	American Italian Pasta Company	0177999 1924-01-01
SAN GIORGIO	US	American Italian Pasta Company	0607385 1955-06-14
SAN GIORGIO	US	American Italian Pasta Company	0844678 1968-02-20
SAN GIORGIO PASTA PORTIONS	US	American Italian Pasta Company	Appl. Ser. No. 88134117 filed 201809-27
	US	American Italian Pasta Company	5307081 2017-10-10

SKINNER MARKS

Trademark	Country	Owner	Reg. No. Reg Date
RED, WHITE, & BLUE SINCE 1912	US	American Italian Pasta Company	5257956 2017-09-01
	US	American Italian Pasta Company	5257957 2017-09-01

Trademark	Country	Owner	Reg. No. Reg Date
SIMPLY PERFECT PASTA SINCE 1912	US	American Italian Pasta Company	5671446 2019-02-05
	US	American Italian Pasta Company	0670993 1958-09-12
SKINNER	US	American Italian Pasta Company	1521166 1989-01-17
	US	American Italian Pasta Company	4960762 2016-05-17
	US	American Italian Pasta Company	5765124 2019-05-28
SKINNER GLUTEN FREE	US	American Italian Pasta Company	5551480 2018-08-28
SKINNER PASTA PORTIONS	US	American Italian Pasta Company	Appl. Ser. No. 88134171 filed 2018.09-27
SKINNER SUPERGREENS	US	American Italian Pasta Company	5740820 2019-04-30
SKINNER'S 	US	American Italian Pasta Company	1313673 1985-08-01

WACKY MAC MARKS

Trademark	Country	Owner	Reg. No. Reg Date
	US	American Italian Pasta Company	1491386 1988-07-06
WACKY MAC	US	American Italian Pasta Company	2908113 2003-08-12
	US	American Italian Pasta Company	5082556 2016-11-15