

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613308

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOMETOWN FOOD COMPANY | | 12/09/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TCW ASSET MANAGEMENT COMPANY LLC | | |
| Street Address: | 200 CLARENDON STREET | | |
| Internal Address: | 51ST FLOOR | | |
| City: | BOSTON | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02116 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5968652 | THREE RIVERS | |
| Registration Number: | 6190765 | FUNFETTI | |
| Serial Number: | 88598532 | FUNFETTI | |
| Serial Number: | 88979053 | FUNFETTI | |
| Registration Number: | 5712863 | A ARROWHEAD MILLS | |
| Registration Number: | 1874024 | ARROWHEAD MILLS | |
| Registration Number: | 3906374 | ARROWHEAD MILLS | |
| Registration Number: | 1346612 | RICE & SHINE | |
| Registration Number: | 1748713 | SUNDROPS | |
| Registration Number: | 1250605 | SUNSPIRE | |
| Registration Number: | 3748435 | SUNSPIRE | |
| Registration Number: | 1907898 | TROPICAL SOURCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105572193 | | |
| <i>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.</i> | | | |
| Phone: | 310-557-2900 | | |
| Email: | KLATHROP@PROSKAUER.COM | | |
| TRADEMARK | | | |

CH \$315.00 5968652

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 47245.007

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 12/09/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2020 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by the Assignor (as defined below) in favor of the Assignee (as defined below).

WHEREAS, Hometown Food Company (the "Assignor"), or through its predecessor-in-interest, has, adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 31, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

HOMETOWN FOOD COMPANY,
as Assignor

By: SC Bowater

Name: Stephen C. Bowater

Title: Chief Financial Officer

Acknowledged and Agreed:
TCW ASSET MANAGEMENT COMPANY LLC,
as Assignee

By: *Suzanne Grosso*

Name: Suzanne Grosso

Title: Managing Director

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Martha White:


| Owner | Trademark | Country | Application No. | Registration No. | Registration Date | Classes | Status |
|-----------------------|--------------|--------------------------|-----------------|------------------|-------------------|---------|------------|
| HOMETOWN FOOD COMPANY | THREE RIVERS | United States of America | 88189077 | 5968652 | January 21, 2020 | 30 | Registered |

Funfetti:

| Owner | Trademark | Country | Application No. | Registration No. | Registration Date | Classes | Status |
|-----------------------|-----------|--------------------------|-----------------|------------------|-------------------|---------|------------|
| HOMETOWN FOOD COMPANY | FUNFETTI | United States of America | 88456925 | 6190765 | Nov 3, 2020 | 29 | Registered |
| HOMETOWN FOOD COMPANY | FUNFETTI | United States of America | 88598532 | | | 30 | Pending |
| HOMETOWN FOOD COMPANY | FUNFETTI | United States of America | 88979033 | 6202393 | Nov 17, 2020 | 30 | Registered |

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Arrowhead Mills:

| Owner | Trademark | Country | Application No. | Registration No. | Registration Date | Classes | Status |
|-----------------------|---|---------------|-----------------|------------------|-------------------|------------|------------|
| Hometown Food Company |  | UNITED STATES | 88/019,701 | 5,712,863 | 4/2/2019 | 29, 30, 31 | Registered |
| Hometown Food Company | ARROWHEAD MILLS | UNITED STATES | 74/441,726 | 1,874,024 | 1/17/1995 | 29, 30 | Registered |
| Hometown Food Company | ARROWHEAD MILLS | UNITED STATES | 77/868,619 | 3,906,374 | 1/18/2011 | 29, 30, 31 | Registered |
| Hometown Food Company | RICE & SHINE | UNITED STATES | 73/484,419 | 1346612 | 7/2/1985 | 30 | Registered |

Sunspire:

| Owner | Trademark | Country | Application No. | Registration No. | Registration Date | Classes | Status |
|-----------------------|-----------------|---------------|-----------------|------------------|-------------------|---------|------------|
| Hometown Food Company | SUNDROPS | UNITED STATES | 74199707 | 1748713 | January 26, 1993 | 30 | Registered |
| Hometown Food Company | SUNSPIRE | UNITED STATES | 73351364 | 1250605 | September 6, 1983 | 30 | Registered |
| Hometown Food Company | SUNSPIRE | UNITED STATES | 77648006 | 3748435 | February 16, 2010 | 30 | Registered |
| Hometown Food Company | TROPICAL SOURCE | UNITED STATES | 74414671 | 1907898 | July 25, 1995 | 30 | Registered |