

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Food Technologies, LLC		07/15/2022	Limited Liability Company: MICHIGAN
Organic Milling, Inc.		07/15/2022	Corporation: CALIFORNIA
Roskam Baking Company, LLC		07/15/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2302225	GOOD THINGS FROM FRESH BREAD	
Registration Number:	2300096		
Registration Number:	2300095	GOOD THINGS FROM FRESH BREAD	
Registration Number:	2300094	ROTHBURY	
Registration Number:	2302220	ROTHBURY FARMS	
Registration Number:	2335209		
Registration Number:	1219343	ROTHBURY FARMS	
Registration Number:	3110820	STARR PUFFS	
Registration Number:	2698486	STARR PUFFS BAKERY	
Registration Number:	2667396		
Registration Number:	2621928	TENDERKRUNCH	
Registration Number:	3228784	HEART MATES	
Registration Number:	4086932	HI-LO	
Registration Number:	5997740	MILL SELECT	
Serial Number:	90218579	NUTRITIOUS LIVING	
Registration Number:	3155282	NUTRITIOUS LIVING	

OP \$540.00 2302225

Property Type	Number	Word Mark
Registration Number:	2972079	NUTRITIOUS LIVING
Registration Number:	3336834	ORGANIC DAYBREAK
Registration Number:	3604478	ORGANIC MILLING SINCE 1960
Serial Number:	87612979	SURESTART
Registration Number:	0942075	VITA-CRUNCH

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: 18888295819
Email: john.cunningham@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 S. LaSalle
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	07/29/2022

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated July 15, 2022, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Capital One, National Association, as Administrative Agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Breakfast and Snack Food Manufacturing Acquisition LLC, a Delaware limited liability company (the “*Borrower*”), Breakfast and Snack Food MFG Intermediate Holdings LLC, a Delaware limited liability company (“*Holdings*”), have entered into that certain Second Lien Credit Agreement, dated as of July 15, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the Lenders and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of July 15, 2022 by and among Borrower, Holdings, the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative 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 following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “*Collateral*”):

- (i) all patents and patent applications, and all improvements thereto (“*Patents*”);
- (ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source

identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“*Trademarks*”);

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered (“*Copyrights*”);

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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 IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

Section 3. Recordation. Each 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 IP Security Agreement.

Section 4. Execution in Counterparts. This IP 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

Section 5. Grants, Rights and Remedies. This IP 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 Administrative Agent with respect to the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

Section 6. Governing Law; Jurisdiction; Etc. (a) Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) Submission to Jurisdiction. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "*FEDERAL DISTRICT COURT*") AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; *PROVIDED* THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE

EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

ADVANCED FOOD TECHNOLOGIES, LLC

By: 

Name: Jennifer Williamson

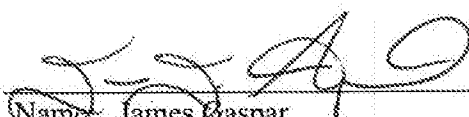
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007788 FRAME: 0591

ORGANIC MILLING, INC.

By:



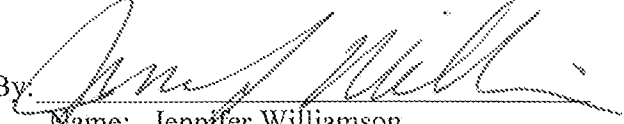
Name: James Gaspar

Title: Executive Chairman

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007788 FRAME: 0592

ROSKAM BAKING COMPANY, LLC

By: 

Name: Jennifer Williamson

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007788 FRAME: 0593

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

ADVANCED FOOD TECHNOLOGIES, LLC

By: _____

Name: Jennifer Williamson
Title: Chief Financial Officer

ORGANIC MILLING, INC.

By: _____

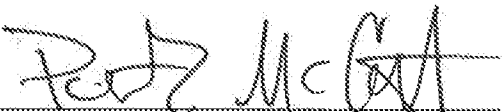
Name: Jim Gaspar
Title: Executive Chairman

ROSKAM BAKING COMPANY, LLC

By: _____

Name: Jennifer Williamson
Title: Chief Financial Officer



CAPITAL ONE, NATIONAL ASSOCIATION, as
Administrative Agent

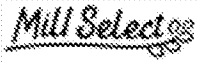



By:  _____

Name: Patrick McCarthy
Title: Senior Vice President

SCHEDULE I

USPTO Trademarks and Trademark Applications

World or Design Mark	Owner	Appl. No. (Serial No.)	Appl. Date	Reg. No.	Reg. Date
GOOD THINGS FROM FRESH BREAD	Roskam Baking Company, LLC	75623296	01-19-1999	12-21-1999	2302225
Infinity Sign Wheat & Bread Design	Roskam Baking Company, LLC	75622489	01-19-1999	12-14-1999	2300096
GOOD THINGS FROM FRESH BREAD & Design	Roskam Baking Company, LLC	75622488	01-19-1999	12-14-1999	2300095
ROTHBURY	Roskam Baking Company, LLC	75622486	01-19-1999	12-14-1999	2300094
ROTHBURY FARMS & Design	Roskam Baking Company, LLC	75622485	01-19-1999	12-21-1999	2302220
Fleur-de-Lis Design	Roskam Baking Company, LLC	75622451	01-19-1999	03-28-2000	2335209
ROTHBURY FARMS	Roskam Baking Company, LLC	73305339	04-13-1981	12-07-1982	1219343
STARR PUFFS & Design (Add) 	Roskam Baking Company, LLC	76515698	05-20-2003	07-04-2006	3110820
STARR PUFFS BAKERY	Roskam Baking Company, LLC	76232141	03-28-2001	03-18-2003	2698486
Donut Design (Add) 	Roskam Baking Company, LLC	76235771	04-04-2001	12-24-2002	2667396
TENDERKRUNCH	Advanced Food Technologies, LLC	76022633	04-11-2000	09-17-2002	2621928

World or Design Mark	Owner	Appl. No. (Serial No.)	Appl. Date	Reg. No.	Reg. Date
HEART MATES	Organic Milling, Inc.	78653563	June 17, 2005	3228784	April 10, 2007
HI-LO	Organic Milling, Inc.	85315788	May 9, 2011	4086932	January 17, 2012
MILL SELECT and Design 	Organic Milling, Inc.	87952915	June 7, 2018	5997740	February 25, 2020
NUTRITIOUS LIVING and Design 	Organic Milling, Inc.	90218579	September 28, 2020		
NUTRITIOUS LIVING and Design 	Organic Milling, Inc.	78977386	June 16, 2005	3155282	October 10, 2006
NUTRITIOUS LIVING	Organic Milling, Inc.	76533099	July 28, 2003	2972079	July 19, 2005
ORGANIC DAYBREAK	Organic Milling, Inc.	78814439	February 14, 2006	3336834	November 13, 2007
ORGANIC MILLING SINCE 1960 and Design 	Organic Milling, Inc.	78883931	May 15, 2006	3604478	April 7, 2009
SURESTART	Organic Milling, Inc.	87612979	September 18, 2017		
VITA-CRUNCH	Organic Milling, Inc.	72396069	June 28, 1971	0942075	August 29, 1972

USPTO Patents and Patent Applications

<u>Title</u>	<u>Country</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Issued</u>	<u>Patent No.</u>	<u>Owner of Record</u>
Pretzel Chip	US	02-13-2008	29303635	03-31-2009	D589227	Roskam Baking Company, LLC
Pretzel Chip	US	02-13-2008	29303638	07-21-2009	D596376	Roskam Baking Company, LLC
Pretzel Chip	US	02-13-2008	29303639	03-31-2009	D589232	Roskam Baking Company, LLC
Multi-Layered Doughnut Product	US	09-22-2008	29324846	02-15-2011	D632456	Roskam Baking Company, LLC
Doughnut Product with Six Appendages	US	11-07-2008	29327507	01-05-2010	D607176	Roskam Baking Company, LLC
Doughnut Product with Six Appendages and without a Hole	US	11-10-2008	29327632	01-05-2010	D607177	Roskam Baking Company, LLC
Doughnut Product with Six Appendages	US	11-10-2008	29327634	08-10-2010	D621127	Roskam Baking Company, LLC
Doughnut Product with Six Appendages and without a Hole	US	11-10-2008	29327637	01-05-2010	D607178	Roskam Baking Company, LLC
Coated Potato Substrates Having Reduced Fat Content	US	01-09-2004	10754224	06-21-2011	7964231	Advanced Food Technologies, LLC