## CH \$165.00 4443

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM770870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly Execution Date		Entity Type	
DE WAFELBAKKERS, LLC		11/30/2022	Limited Liability Company: ARKANSAS	

### **RECEIVING PARTY DATA**

Name:	TCW ASSET MANAGEMENT COMPANY LLC	
Street Address:	200 CLARENDON STREET	
Internal Address:	SIST FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark		
Registration Number:	4443647	DE WAFELBAKKERS		
Registration Number:	4443646	DE WAFELBAKKERS		
Registration Number:	4443648			
Registration Number:	2825579	A+		
Registration Number:	1410808			
Registration Number:	1426716	DE WAFELBAKKERS JANSSEN & MEYER		

### **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

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:** 310-557-2900

Email: KLATHROP@PROSKAUER.COM

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

TRADEMARK REEL: 007904 FRAME: 0210

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SIGNATURE:	/Kimberley A. Lathrop/			
DATE SIGNED:	11/30/2022			
Total Attachments: 4				
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### **EXECUTION VERSION**

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2022 (as amended, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), is made by the Assignor (as defined below) in favor of the Assignee (as defined below).

WHEREAS, De Wafelbakkers, LLC, an Arkansas limited liability 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, as of the date hereof, the Assignor agreed to be bound as a "Grantor" under that certain 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.

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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.

DE WAFELBAKKERS, LLC,

as Assignor

By:

Name: Thomas P. Polke

Title: President and Chief Executive Officer

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

By:

Name: Suzanne Grosso Title: Managing Director

# SCHEDULE A TO ASSIGNMENT FOR SECURITY

De Wafelbakkers, LLC	De Wafelbakkers, LLC	De Wafelbakkers, LLC /	De Wafelbakkers, LLC	De Wafelbakkers, LLC	De Wafelbakkers, LLC   1	Owner
DE WAFELBAKKERS, INC. JANSSEN & MEYER (& Design)	Two Bakers Design	A+	Two Bakers Design	DE WAFELBAKKERS (& Design)	DE WAFELBAKKERS	Trademark
Sn	US	SN	Sn	US	SU	Country
73/549773	73/549774	76/181578	85/910555	85/910547	85/910552	Application No.
1426716	1410808	2825579	4443648	4443646	4443647	Registration No.
1987-01-27	1986-09-23	2004-03-23	2013-12-03	2013-12-03	2013-12-03	Registration Date
						Classes
						Status

TRADEMARK **REEL: 007904 FRAME: 0215** 

**RECORDED: 11/30/2022**