

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yasso, Inc.		03/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4898194	HEY ICE CREAM, IT'S ON!	
Registration Number:	3975894	YASSO	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<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:	2149694804		
Email:	aaaugustine@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	916074-765023		
NAME OF SUBMITTER:	Monica Homrich		
SIGNATURE:	/Monica Homrich/		
DATE SIGNED:	03/24/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of March 23, 2017 by Yasso, Inc., a Delaware corporation (the “Grantor”), in favor of GOLDMAN SACHS BDC, INC., as collateral agent (the “Collateral Agent”) for the financial institutions and other Persons (the “Lenders”) from time to time party to the Term Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Term Loan and Security Agreement.

WITNESSETH

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof, by and among Yasso Buyer, Inc., a Delaware corporation, as Borrower prior to the Merger, the Grantor, as Borrower after the Merger, Yasso Intermediate Holdings, Inc., a Delaware corporation, Apollo Food Group LLC, a Delaware limited liability company, the Lenders from time to time party thereto and Collateral Agent (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan and Security Agreement”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Term Loan and Security Agreement, the Grantor granted to Collateral Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantor and has agreed to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1 Incorporation of Term Loan and Security Agreement Provisions.
The Term Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Agreement is deemed to conflict with the Term Loan and Security Agreement, the provisions of the Term Loan and Security Agreement shall control.

Section 2 Grant of Security Interest. The Grantor hereby grants to Collateral Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all the Trademarks listed on Schedule A hereto, and all goodwill associated therewith (collectively, the “Trademark Collateral”), to secure the prompt payment and performance of the Obligations. Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall such Trademark Collateral granted include, or such security interest granted attach to, any Excluded Property, including without limitation, any “intent-to-use” (or similar) Trademarks prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law;

provided, however, that after such filing and acceptance, such property shall automatically be deemed to constitute Trademark Collateral.

Section 3 Termination. Upon the termination of the Term Loan and Security Agreement or the termination or release of the Collateral Agent's security interest in any of the Trademark Collateral, the Collateral Agent shall promptly execute and deliver to the Grantor an instrument in writing in recordable form releasing the grant of a security interest in all affected Trademark Collateral made pursuant to this Agreement along with any other discharge or release documents reasonably necessary or appropriate to release, as of record, the Trademark Collateral.

Section 4 Cumulative Remedies. The rights and remedies of Collateral Agent and Lenders under the Loan Documents are cumulative, may be exercised at any time and from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise.

Section 5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Grantor, the Lenders, the Secured Parties, and their respective successors and assigns, except as otherwise provided in the Term Loan and Security Agreement.

Section 6 Governing Law. This Agreement and all claims shall be governed by and construed in accordance with the laws of the State of New York.

Section 7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement may be executed and delivered by facsimile or other electronic transmission, and this Agreement shall have the same force and effect as manually signed originals.

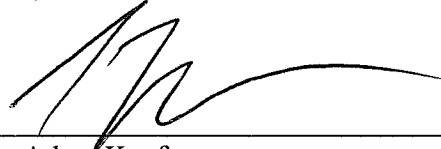
Section 8 Intercreditor Agreement. The Liens and security interests securing the Obligations as evidenced hereby are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

YASSO, INC.


By: 
Name: Adam Kaufman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006018 FRAME: 0432**

AGREED AND ACCEPTED:

GOLDMAN SACHS BDC, INC., as Collateral
Agent

By: 
Name: Judson K. Gow
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
U.S.	Yasso, Inc.	HEY ICE CREAM, IT'S ON!	Registered	4,898,194	02/09/16
U.S.	Yasso, Inc.	YASSO	Registered	3,975,894	06/07/11