

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sovos Brands Intermediate, Inc.		01/31/2017	Corporation: DELAWARE
Bottom Line Food Processors, Inc.		01/31/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: MASSACHUSETTS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2060382	MICHAEL ANGELO'S
Registration Number:	1668677	MICHAEL ANGELO'S
Registration Number:	1673054	MICHAEL ANGELO'S
Registration Number:	2519760	THE ART OF ITALIAN CUISINE
Registration Number:	2725489	MICHAEL ANGELO'S MINI'S
Registration Number:	2692831	MICHAEL ANGELO'S
Registration Number:	2826937	MICHAEL ANGELO'S
Registration Number:	2956659	MICHAEL ANGELO'S
Registration Number:	3195921	
Registration Number:	3200707	
Registration Number:	3195920	
Registration Number:	3306554	
Registration Number:	3418356	UNCLE GIUSEPPE'S
Registration Number:	3938437	SO UNBELIEVABLY GOOD YOU WON'T BELIEVE I
Registration Number:	4248245	UNCOMPROMISINGLY ITALIAN
Registration Number:	4082376	THE WAY WE'VE ALWAYS DONE IT
Registration Number:	4047192	ITALIAN NATURAL CUISINE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4162571	SMALL BATCH FROM SCRATCH
Registration Number:	4352726	MICHAEL ANGELO'S
Registration Number:	4653514	MICHAEL ANGELO'S
Serial Number:	85863450	MICHAEL ANGELO'S
Serial Number:	87297373	SOVOS
Serial Number:	87127908	THE WHEAT YOU CAN EAT

CORRESPONDENCE DATA

Fax Number: 2127557306
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: 212-326-3939
Email: elabarge@jonesday.com
Correspondent Name: Wendy Ballard
Address Line 1: 250 Vesey Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	741887-600088
NAME OF SUBMITTER:	Wendy Ballard
SIGNATURE:	/WENDY F BALLARD/
DATE SIGNED:	01/31/2017

Total Attachments: 4
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 31, 2017, by Sovos Brands Intermediate, Inc., a Delaware corporation (the "Borrower") and Bottom Line Food Processors, Inc., a Delaware corporation ("Bottom Line" and, together with the Borrower, each a "Grantor" and collectively, the "Grantors"), in favor of CITIZENS BANK, N.A., in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold 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 Grantors have entered into that certain Pledge and Security Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Sovos Brands Holdings, Inc., a Delaware corporation ("Holdings"), the Borrower, each Subsidiary of the Borrower party thereto and the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee 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 Grantors in, to and under 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, as collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantors do hereby pledge and assign to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

At such time as all of the Secured Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors, at Grantors' sole cost and expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the Collateral.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOVOS BRANDS INTERMEDIATE, INC.
BOTTOM LINE FOOD PROCESSORS, INC.

By:

A handwritten signature in black ink, appearing to read "Todd R. Lachman", is written over a horizontal dotted line.




Name: Todd R. Lachman

Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

TRADEMARKS

Trademark	Registration No.	Registered Owner
MICHAEL ANGELO'S	2,060,382	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	1,668,677	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	1,673,054	Bottom Line Food Processors, Inc.
THE ART OF ITALIAN CUISINE	2,519,760	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S MINIS	2,725,489	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,692,831	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,826,937	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,956,659	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,195,921	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,200,707	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,195,920	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,306,554	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
<i>Uncle Giuseppe's</i>	3,418,356	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.

SO UNBELIEVEABLY GOOD YOU WON'T BELIEVE IT CAME FROM THE FREEZER	3,938,437	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
UNCOMPRISINGLY ITALIAN	4,248,245	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
THE WAY WE'VE ALWAYS DONE IT	4,082,376	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
ITALIAN NATURAL CUISINE	4,047,192	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
SMALL BATCH FROM SCRATCH	4,162,571	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	4,352,726	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	4,653,514	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.

TRADEMARK APPLICATIONS

Trademark	Application No.	Applicant
MICHAEL ANGELO'S	85/863,450	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
SOVOS	87297373	Sovos Brands Intermediate, Inc.
THE WHEAT YOU CAN EAT	87127908	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.