

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NONNI'S FOODS, LLC		12/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4383925	LA DOLCE VITA	
Registration Number:	4388156	LDV	
Registration Number:	4396148	LA DOLCE VITA	
Registration Number:	4587839	· LA DOLCE VITA · LDV THE SWEET LIFE	
Registration Number:	4589467	VILLA VENETO	
Registration Number:	4654254	CRISPADDICTIVES	
Registration Number:	4733294	GELATO CRISP	
Registration Number:	3568153	TREAT YOURSELF TO A NONNI'S BISCOTTI BRE	
Registration Number:	2222870	NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE	
Registration Number:	2290315	NONNI'S	
Registration Number:	2853785	NONNI'S	
Registration Number:	4717532	VILLA VENETO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		

CH \$315.00 4383925

TRADEMARK

Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca Dyson
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SIGNATURE:	/rebecca dyson/
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DATE SIGNED:	12/01/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2017, is made by NONNI'S FOODS LLC, a Delaware limited liability company (the "Grantor"), in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vespa Purchaser 1, LLC, Vespa Newco, LLC, Vespa Intermediate LLC, the Grantor, the Lenders from time to time party thereto and the Collateral Agent and the other agents from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guarantee and Collateral Agreement dated as of December 1, 2017, in favor of Collateral Agent (the "Guaranty and Collateral Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall, if and as may be determined by the Grantor in its reasonable business judgment, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks included in the Collateral that are subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

VESPA PURCHASER 1 LLC, a Delaware limited liability company, as a Grantor

By: _____
Name:
Title:

VESPA NEWCO, LLC, a Delaware limited liability company, as a Grantor

By: _____
Name:
Title:

Each of the undersigned hereby confirms that, immediately after the Closing Date Acquisition, it hereby assumes all of the obligations and liabilities of the Initial Borrowers under this Agreement and hereby is joined to this Agreement as Grantors hereunder

NONNI'S FOODS, LLC, a Delaware limited liability company, as a Grantor


By: C. Puma
Name: Christopher Puma
Title: Chief Financial Officer and Secretary

VESPA INTERMEDIATE LLC,
as Holdings

By: C. Puma
Name: Christopher Puma
Title: Chief Financial Officer and Secretary

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

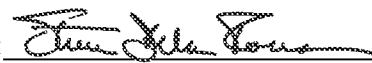
VESPA PURCHASER 1 LLC, a Delaware limited liability company, as a Grantor

By: 

Name:

Title:

VESPA NEWCO, LLC, a Delaware limited liability company, as a Grantor

By: 

Name:

Title:

Each of the undersigned hereby confirms that, immediately after the Closing Date Acquisition, it hereby assumes all of the obligations and liabilities of the Initial Borrowers under this Agreement and hereby is joined to this Agreement as Grantors hereunder

NONNI'S FOODS, LLC, a Delaware limited liability company, as a Grantor

By: _____

Name: Christopher Puma

Title: Chief Financial Officer and Secretary

VESPA INTERMEDIATE LLC,
as Holdings

By: _____

Name: Christopher Puma

Title: Chief Financial Officer and Secretary



ANTARES CAPITAL LP, as Collateral Agent

By: Phillip Croff
Name: Phillip Croff
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY
AGREEMENT**

Trademark Registrations

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
LA DOLCE VITA	U.S.	85/817948	1/8/2013	4383925	8/13/2013
LDV Circle Design 	U.S.	85/837695	1/31/2013	4388156	8/20/2013
LA DOLCE VITA and Angel Design 	U.S.	85/837696	1/31/2013	4396148	9/3/2013
LA DOLCE VITA LDV THE SWEET LIFE and Design 	U.S.	86/136398	12/5/2013	4587839	8/19/2014
VILLA VENETO	U.S.	85/817943	1/8/2013	4589467	8/19/2014
CRISPADDICTIVES CRISPaddictives	U.S.	86/149215	12/20/2013	4654254	12/9/2014
GELATO CRISP	U.S.	86/341252	7/18/2014	4733294	5/5/2015
TREAT YOURSELF TO A NONI'S BISCOTTI BREAK	U.S.	77/131167	3/14/2007	3568153	1/27/2009
NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE and Design	U.S.	75/444074	3/3/1998	2222870	2/9/1999

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
					
NONNI'S	U.S.	75/614210	12/31/1998	2290315	11/2/1999
NONNI'S	U.S.	78/261289	6/11/2003	2853785	6/15/2004
VILLA VENETO and Design 	U.S.	86/140622	12/11/2013	4717532	4/7/2015