

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473240

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FERRARO FINE FOODS CORP.		05/09/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5336633	GOLDEN PERFORMANCE	
<b>Registration Number:</b>	5351638	PRODUCERS PACK	
<b>Registration Number:</b>	5287587	STEER RIDGE	
<b>Registration Number:</b>	5119532	ANTICA CORTE	
<b>Registration Number:</b>	5277571	212 RIGHT AWAY	
<b>Registration Number:</b>	4835837	F	
<b>Registration Number:</b>	4909816	OLD GLORY	
<b>Registration Number:</b>	4974022	PLATE SENSATIONS	
<b>Registration Number:</b>	4868151	PITHARI	
<b>Registration Number:</b>	4896342	POWER-CHEM	
<b>Registration Number:</b>	4833059	SELECTPAK	
<b>Registration Number:</b>	3222557	MONTEBELLO	
<b>Registration Number:</b>	3409122	FERRARO FOODS	
<b>Registration Number:</b>	2915535	MARINO	
<b>Registration Number:</b>	2729501	DOMENICO VITALE	
<b>Registration Number:</b>	2175046	COUNTRY BRAND	
<b>Serial Number:</b>	87721443	SAY-SO QUESO	
<b>Serial Number:</b>	87720052	PRODUCERS PACK	
<b>Serial Number:</b>	87525964	THE LASTBITE	
<b>TRADEMARK</b>			

CH \$540.00 5336633

Property Type	Number	Word Mark
Serial Number:	87171258	GRAINMASTER
Serial Number:	86701562	BELL HARBOR SEAFOOD

**CORRESPONDENCE DATA**

**Fax Number:** 3125774565

*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:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic c/o Katten

**Address Line 1:** 525 W Monroe St

**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	337285-104
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	05/09/2018

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of May 9, 2018, by and between FERRARO FINE FOODS CORP., a Delaware corporation ("Grantor"), and ARES CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated May 9, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.
4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.


FERRARO FINE FOODS CORP.

By: 

Name: Andrew Rosen

Title: Vice President

**ARES CAPITAL CORPORATION,**  
as Administrative Agent.

By   
Name: MARK AFFOLTER  
Title: AUTHORIZED SIGNATORY

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>
SAY-SO QUESO	Pending	87721443	N/A	12/14/17	N/A
PRODUCERS PACK	Pending	87720052	N/A	12/13/17	N/A
THE LASTBITE	Pending	87525964	N/A	7/12/17	N/A
GRAINMASTER	Pending	87171258	N/A	9/14/16	N/A
GOLDEN PERFORMANCE	Registered	87171447	5336633	9/14/16	11/14/17
PRODUCERS PACK	Registered	87171285	5351638	9/14/16	12/5/17
STEER RIDGE	Registered	87105244	5287587	7/15/16	9/12/17
ANTICA CORTE	Registered	87105307	5119532	7/15/16	1/10/17
212 RIGHT AWAY	Registered	87052375	5277571	5/27/16	8/29/17
BELL HARBOR SEAFOOD	Pending	86701562	N/A	7/22/15	N/A
F	Registered	86551968	4835837	3/3/15	10/20/15
OLD GLORY	Registered	86471813	4909816	12/4/14	3/1/16
PLATE SENSATIONS	Registered	86436209	4974022	10/27/14	6/7/16
PITHARI	Registered	86436170	4868151	10/27/14	12/8/15
POWER-CHEM	Registered	86436191	4896342	10/27/14	2/2/16
SELECTPAK	Registered	86342983	4833059	7/21/14	10/13/15
MONTEBELLO	Renewed	78888068	3222557	5/19/06	3/27/07
FERRARO FOODS	Registered	78855359	3409122	4/6/06	4/8/08
MARINO	Registered	76436128	2915535	7/31/02	1/4/05
DOMENICO VITALE	Registered	75776961	2729501	8/16/99	6/24/03
COUNTRY BRAND	Registered	75321717	2175046	7/9/97	7/21/98