

900480157 01/04/2019

900480157 01/04/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astrochef, LLC, dba Pegasus Foods, LLC —		10/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4793728	BY THE BITE APPETIZER CO.	
Registration Number:	4221267	CINNAMONKEY BREAD	
Registration Number:	2823945	PEGASUS	
CORRESPONDENCE DATA			
Fax Number:	6785532413		
<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:	6785532283		
Email:	stonel@gtlaw.com		
Correspondent Name:	Lorrin Stone		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Lorrin Stone		
SIGNATURE:	/Lorrin Stone/		
DATE SIGNED:	01/04/2019		
Total Attachments: 10			
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page1.tif			
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page2.tif			

CH \$90.00 4793728

source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page3.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page4.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page5.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page6.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page7.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page8.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page9.tif
source=02. PEGASUS - TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT#page10.tif

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "*Agreement*"), dated as of October 18, 2018 is made between **Astrochef, LLC, dba Pegasus Foods, LLC**, a Delaware limited liability company ("*Assignor*"), and **ACF FINCO I LP**, a Delaware limited partnership with a place of business at 560 White Plains Road, Suite 400, Tarrytown, New York 10591 ("*Agent*").

RECITALS:

Assignor has executed and delivered to Agent a Loan and Security Agreement dated as of October 18, 2018 (the "*Obligation Agreement*"), and other agreements, documents and instruments contemplated by the transactions contained in the Obligation Agreement. The Obligation Agreement, together with all agreements, documents and instruments executed and/or delivered to Agent by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "*Loan Documents*". Pursuant to the terms of the Obligation Agreement Assignor is liable for the payment and performance of the "Obligations" (as such term is defined in the Obligation Agreement) as further described therein. Pursuant to the terms of this Agreement Assignor is granting to Agent, as administrative and collateral agent for the lenders party to the Obligation Agreement (the "*Lenders*"), a security interest in and to the "Trademark Collateral" (as defined below) in order to secure repayment of Obligations pursuant to the Obligation Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the introductory paragraph, above, in the Recitals, above, in the body of this Agreement, or in the Exhibits hereto, capitalized terms have the meanings given to such terms in the Loan Documents. Each term defined in the singular shall be interpreted in a collective manner when used in the plural, and each term defined in the plural shall be interpreted in an individual manner when used in the singular.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Agent, Assignor does hereby assign to Agent, and mortgage, pledge and hypothecate to Agent, and grant to Agent for its benefit, second priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the "*Trademark Collateral*"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Exhibit A attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in Exhibit B attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights, powers, remedies and privileges granted to Agent hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Agent for its benefit under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Agent thereunder) shall remain in full force and effect in accordance with their terms notwithstanding Assignor's execution, delivery or performance of this Agreement. Assignor acknowledges and agrees that Trademark Collateral securing any purchase money security interest in favor of Agent also secures all non-purchase money security interests in favor of Agent.

SECTION 3. Representations and Warranties; Covenants. Assignor represents, warrants and covenants to Agent, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Title to Trademark Collateral. Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. Except as set forth on Exhibit B attached hereto, none of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) Perfection and Protection of Trademark Collateral. Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Agent in the Trademark Collateral with the United States Patent and Trademark Office. Until the final and indefeasible payment to Agent in cash and performance of the Obligations in full, Assignor will continually take such steps as are necessary and prudent to protect the interests of Agent in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Defend the Trademark Collateral against the claims and demands of all other parties and keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Agent and permitted liens, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(ii) Except as permitted in accordance with the Obligation Agreement, neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in Exhibit B attached hereto, and the security interests in the Trademark Collateral granted to Agent pursuant to the terms hereof;

(iii) Execute and deliver to Agent such security agreements, assignments, and other documents and instruments as Agent may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Agent hereby, and pay all costs of title searches and filing financing statements, assignments and other documents in all public offices requested by Agent reasonably;

SECTION 4. Events Of Default. As used herein, the term “Event of Default” shall have the meaning set forth in the Obligation Agreement.

SECTION 5. Rights and Remedies of Agent. At all times prior to the final and indefeasible payment to Agent in cash and performance of the Obligations in full, Agent shall have, in addition to all other rights, powers, remedies and privileges granted to Agent under this Agreement (i) all rights, powers, remedies and privileges granted to a secured party in the UCC, and (ii) all rights, powers, remedies and privileges with respect to Trademark Collateral granted to Agent under the other Loan Documents, and (iii) all rights, powers, remedies and privileges granted to Agent with respect to the Trademark Collateral available under applicable law. Without limiting any rights or remedies Agent may have pursuant to this Agreement, under applicable law, and in addition to all rights and remedies granted to Agent in the UCC, upon the occurrence and during the continuation of an Event of Default:

(a) Sale, Lease, etc. of Trademark Collateral. Agent may, without demand, advertising or notice, all of which Assignor hereby waives (except as the same may be required by the UCC or other applicable law), at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC) (i) sell, lease, license or otherwise dispose of any and all Trademark Collateral, and/or (ii) deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral. Agent may sell, lease, license or otherwise dispose of any Trademark Collateral in its then-present condition or following any preparation or processing deemed necessary by Agent in its reasonable discretion. Agent may be the purchaser at any such public or private sale or other disposition of Trademark Collateral, and in such case Agent may make payment of all or any portion of the purchase price therefor by the application of all or any portion of the Obligations due to Agent to the purchase price payable in connection with such sale or disposition. All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignor at its address set forth herein or such other address as Assignor may have provided to Agent, in a Record, at least ten (10) days before the time of such sale or disposition. Agent may, if it deems it reasonable, postpone or adjourn any sale or other disposition of any Trademark Collateral from time to time by an announcement at the time and place of the sale or disposition to be so postponed or adjourned without being required to give a new notice of sale or disposition; *provided, however*, that Agent shall provide Assignor with written notice of the time and place of such postponed or adjourned sale or disposition. Assignor hereby acknowledges and agrees that Agent’s compliance with any requirements of applicable law in connection with a sale, lease, license or other disposition of Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any sale, lease, license or other disposition of such Trademark Collateral. Upon request of Agent, following the occurrence of any Event of Default, Assignor will assemble and make the Trademark Collateral available to Agent, at a reasonable place and time designated by Agent. Assignor’s failure to take possession of any Trademark Collateral at any time and place reasonably specified by Agent in a Record to Assignor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Agent in an Authenticated Record delivered to Assignor by Agent.

(b) Warranties; Sales on Credit. Agent may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties and may specifically disclaim any and all warranties, including but not limited to warranties of title, possession, merchantability and fitness. Assignor hereby acknowledges and agrees that Agent’s disclaimer of any and all warranties in connection with a sale, lease, license or other disposition of Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any such disposition of the Trademark Collateral. If Agent sells, leases, licenses or otherwise disposes of any of the Trademark Collateral on credit, Assignor will be credited only with payments actually made by the recipient of such Trademark Collateral and received by Agent and applied to the Obligations. If any Person fails to pay for Trademark Collateral acquired pursuant to this Section 5 on credit, Agent may re-offer the Trademark Collateral for sale, lease, license or other disposition.

(c) Application of Disposition Proceeds. Assignor shall be obligated for, and the Proceeds of any sale, lease, license or other disposition of Trademark Collateral pursuant to this **Section 5** shall be applied (i) first to the costs of retaking, refurbishing, storing, guarding, insuring, holding, preparing for disposition, processing, and disposing of Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Agent in connection with the foregoing, and then (ii) to the payment of the Obligations in whatever order Agent may elect. Agent shall pay any Proceeds of the sale, lease, license or other disposition of Trademark Collateral remaining after application as provided in clauses (i) and (ii), above, in accordance with the applicable provisions of the UCC. Agent shall not be responsible to Assignor for loss or damage resulting from Agent's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Agent.

(d) Duties of Assignor. Assignor agrees that (i) Assignor will make no change in any Trademark Collateral, and (ii) shall receive as the sole property of Agent and hold in trust for Agent all monies, checks, notes, drafts, and other property representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignor to any third party.

(e) Agent's Obligations. Assignor agrees that Agent shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. Agent shall not be responsible to Assignor for loss or damage resulting from Agent's failure to enforce its security interests or collect any Trademark Collateral or Proceeds or any monies due or to become due under the Obligations or any other liability or obligation of Assignor to Agent. Agent may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Agent; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

(f) Limited License. After the occurrence and during the continuation of an Event of Default, Agent is hereby granted a license or other right to use, without charge, Assignor's labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Agent's benefit for such purposes.

(g) Waiver of Rights by Assignor. Except as may be otherwise specifically provided in this Agreement, Assignor waives, to the extent permitted by law, all bonds, security or sureties required by any Governmental Rule or otherwise as an incident to Agent's taking of possession of, or sale, lease, license or other disposition of, any Trademark Collateral. Assignor authorizes Agent, upon the occurrence of an Event of Default to enter upon any premises owned by or leased to Assignor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

SECTION 6. Compliance with Other Laws. Agent may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Agent's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 7. Release of Security Interests. Upon final and indefeasible payment in cash to Agent and performance of all Obligations in full, Agent shall, at Assignor's expense, execute and

deliver to Assignor all instruments and other documents as may be necessary or proper to release Agent's liens on and security interests in and to the Trademark Collateral that have been granted to Agent hereunder.

SECTION 8. General Provisions.

(a) Rights and Remedies Cumulative. Agent's rights, powers, remedies and privileges under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other rights, powers, remedies or privileges that may be available to Agent under any other Loan Document, by operation of law or otherwise, and may be exercised by Agent at such time or times and in such order as Agent in Agent's sole discretion may determine, and are for the sole benefit of Agent. No course of dealing and no delay or failure of Agent in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall (a) affect any other or future exercise thereof, or (b) operate as a waiver thereof, (c) preclude Agent from exercising, or operate as a waiver of, any other right, power, remedy or privilege of Agent under this Agreement or any other Loan Document, or (d) result in liability to Agent or Agent's Affiliates or their respective members, managers, shareholders, directors, officers, partners, employees, consultants or agents. No single or partial exercise by Agent of any right, power, remedy or privilege under this Agreement or any other Loan Document, or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege, shall preclude any further exercise thereof or of any such other right, power, remedy or privilege.

(b) Construction of Agreement. The parties hereto agree that the terms, provisions and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

(c) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Obligation Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Obligation Agreement and the other Loan Documents.

(d) Entire Agreement; Amendments; Agent's Consent. This Agreement (including the Exhibits) constitutes the entire agreement between Agent and Assignor with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions between Agent and Assignor, whether express or implied, oral, written, inscribed on a tangible medium or stored in an electronic or other medium, with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement, nor consent by Agent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in writing and Authenticated by Agent in such writing, and then such amendment, waiver or consent shall be effective only to the extent specifically set forth in such writing. No discussions, negotiations or statements, whether oral, or in electronic or other format, by Agent or between Assignor and Agent with respect to the subject matter of this Agreement or any of the other Loan Document shall be valid and binding against Agent, nor shall the same create a binding obligation on Agent to lend money or to take any other action with respect to the Loans or Assignor, unless the same is reduced to writing and Authenticated by Agent in such writing.

(e) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

(f) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(g) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

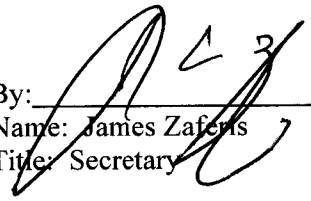
(h) Exhibits. All Exhibits to this Agreement are hereby incorporated by reference herein and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Agent have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

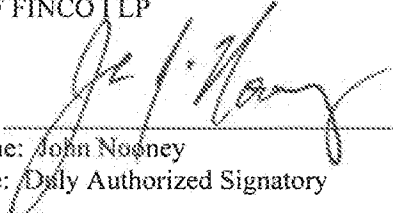
ASSIGNOR:

ASTROCHEF, LLC, dba PEGASUS FOODS, LLC

By:  _____
Name: James Zafenis
Title: Secretary

AGENT:

ACF FINCO I LP

By: 
Name: John Nooney
Title: Dsly Authorized Signatory

[PEGASUS—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006520 FRAME: 0097

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date	Owner
BY THE BITE APPETIZER CO.	4793728	08/18/2015	Astrochef, LLC
CinnaMonkeyBread	4221267	10/09/2012	Astrochef, LLC
Pegasus	2823945	03/16/2004	Astrochef, LLC

EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

**LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL**

1. A first lien on Trademark Collateral in favor of NWC Frozen Foods Co, LLC ("NWC"), pursuant to that a Trademark Security Agreement between Assignor and NWC dated on or about the date hereof.