

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499071

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS - Release of 6108-0354

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		11/20/2018	National Banking Association: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	Sovos Brands Intermediate, Inc.
<b>Street Address:</b>	1901 Fourth St.
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Berkeley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94710
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Rao's Specialty Foods, Inc.
<b>Street Address:</b>	17 Battery South
<b>Internal Address:</b>	Suite 610
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	Corporation: NEW YORK
<b>Name:</b>	Bottom Line Food Processors, Inc.
<b>Street Address:</b>	200 Michael Angelo Way
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78728
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
<b>Registration Number:</b>	2060382	MICHAEL ANGELO'S
<b>Registration Number:</b>	1668677	MICHAEL ANGELO'S
<b>Registration Number:</b>	1673054	MICHAEL ANGELO'S
<b>Registration Number:</b>	2519760	THE ART OF ITALIAN CUISINE

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	4162571	SMALL BATCH FROM SCRATCH
Registration Number:	4352726	MICHAEL ANGELO'S
Registration Number:	4653514	MICHAEL ANGELO'S
Registration Number:	1990486	RAO'S HOMEMADE SINCE 1896
Registration Number:	1793249	RAO'S HOMEMADE IT'S THE SAUCE
Registration Number:	3288234	DINNER TO GO
Registration Number:	3296297	RAO'S
Registration Number:	3289527	RAO'S
Registration Number:	4575155	RAO'S SPECIALTY FOODS, INC.
Registration Number:	4419762	TWIST YOUR WRIST
Registration Number:	4132021	RAO'S
Registration Number:	3863034	RAO'S HOMEMADE SINCE 1896
Registration Number:	3576143	RAO'S
Registration Number:	3576144	RAO'S
Registration Number:	3580434	CUORE DI POMODORO
Registration Number:	2933302	RAO'S HOMEMADE
Registration Number:	2819390	RAO'S HOMEMADE
Registration Number:	2840596	BRINGING THE EXTRAORDINARY HOME
Registration Number:	2635671	RAO'S HOMEMADE SINCE 1896

**CORRESPONDENCE DATA**

Fax Number: 2123108007

*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: 212.310.8000

Email: juan.arias@weil.com

**Correspondent Name:** Jessica Carty  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Jessica Carty -72198.0004

**NAME OF SUBMITTER:** Jessica Carty

**SIGNATURE:** /Jessica Carty/

**DATE SIGNED:** 11/20/2018

**Total Attachments: 7**

source=Release of Security Interest in Trademarks#page1.tif

source=Release of Security Interest in Trademarks#page2.tif

source=Release of Security Interest in Trademarks#page3.tif

source=Release of Security Interest in Trademarks#page4.tif

source=Release of Security Interest in Trademarks#page5.tif

source=Release of Security Interest in Trademarks#page6.tif

source=Release of Security Interest in Trademarks#page7.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of November 20, 2018 (the "Effective Date") by Citizens Bank, N.A. ("Grantee"), in favor of Sovos Brands Intermediate, Inc., a Delaware corporation ("Sovos Intermediate"), Bottom Line Food Processors, Inc., a Delaware corporation ("Bottom Line"), and Rao's Specialty Foods, Inc, a New York corporation ("Rao's" and, together with Sovos Intermediate and Bottom Line, each individually, a "Grantor" and collectively, the "Grantors").

**WHEREAS**, pursuant to the terms and conditions of that certain Grant of a Security Interest -- Trademarks, by and among the Grantors and Grantee, dated July 18, 2017 (the "Trademark Security Agreement"), each Grantor has pledged and assigned to Grantee and granted to Grantee for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (as defined in the Security Agreement (as defined below)) and the applications and registrations thereof, including, without limitation, the United States trademarks and service marks set forth on Schedule A attached hereto, 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 (collectively, the "Collateral") to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**WHEREAS**, the Grantors and the Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement, by and among the Grantors, the other grantors party thereto and the Grantee, as administrative agent, dated July 18, 2017 (the "Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2017 at Reel 6108, Frame 0354; and

**WHEREAS**, each Grantor has satisfied and paid in full all of the Secured Obligations secured by the Collateral.

**WHEREAS**, the Grantee therefore desires to release, terminate and discharge its security interest in, to or under the Collateral and grant all of its right, title and interest in the Collateral to the Grantor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and Grantor hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. Each Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases fully to the Grantor the Grantee's continuing security interest in the Collateral, including, without limitation, the United States trademarks and service marks set forth on Schedule A attached hereto and reassigns and transfers any right, title and interest that the Grantee may have in, to and under all of the foregoing to the Grantor.

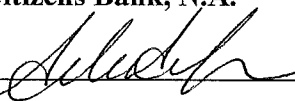
3. Grantee shall, at the Grantors' sole expense, take all further actions, and provide to each Grantor, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor to more fully and effectively effectuate the purposes of this Release. Grantee hereby authorizes Grantor or Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

4. This Release 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 one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**Citizens Bank, N.A.**



---

Name: Srbui Seferian

Title: Managing Director




**SCHEDULE A TO RELEASE**

**Trademark Registrations and Applications**


See attached.

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registered Owner</b>
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.
RAO'S HOMEMADE SINCE 1896 & DESIGN	1,990,486	Rao's Specialty Foods, Inc.
RAO'S HOMEMADE IT'S THE SAUCE	1,793,249	Rao's Specialty Foods, Inc
DINNER TO GO	3,288,234	Rao's Specialty Foods, Inc
RAO'S & OVAL DESIGN	3,296,297	Rao's Specialty Foods, Inc
RAO'S & ARCH DESIGN	3,289,527	Rao's Specialty Foods, Inc
RAO'S SPECIALTY FOODS, INC. & DESIGN	4,575,155	Rao's Specialty Foods, Inc
TWIST YOUR WRIST	4,419,762	Rao's Specialty Foods, Inc
RAO'S	4,132,021	Rao's Specialty Foods, Inc

RAO'S HOMEMADE SINCE 1896	3,863,034	Rao's Specialty Foods, Inc
RAO'S & RED DESIGN	3,576,143	Rao's Specialty Foods, Inc
RAO'S & RED DESIGN 2	3,576,144	Rao's Specialty Foods, Inc
CUORE DI POMODORO	3,580,434	Rao's Specialty Foods, Inc
RAO'S HOMEMADE	2,933,302	Rao's Specialty Foods, Inc
RAO'S HOMEMADE (TYPESET WORDS)	2,819,390	Rao's Specialty Foods, Inc
BRINGING THE EXTRAORDINARY HOME	2,840,596	Rao's Specialty Foods, Inc
RAO'S HOMEMADE SINCE 1896 & SKETCH DESIGN	2,635,671	Rao's Specialty Foods, Inc

**Trademark Applications**

None.