

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FERRARO FOODS OF CONNECTICUT LLC		05/10/2019	Limited Liability Company: DELAWARE
FERRARO FINE FOODS CORP.		05/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	245 Park Avenue, 44th Floor		
Internal Address:	c/o Ares Management		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4047845	NAPOLI FOODS	
Registration Number:	4033786	NAPOLI 1980 FINEST QUALITY FOODS	
Registration Number:	2981640	VOLA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
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		
ATTORNEY DOCKET NUMBER:	337285-104		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	05/10/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of May 10, 2019, by and among FERRARO FOODS OF CONNECTICUT LLC, a Delaware limited liability company ("FF Connecticut"), FERRARO FINE FOODS CORP., a Delaware corporation ("Ferraro" together with FF Connecticut, each individually a "Grantor" and collectively the "Grantors"), 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, Grantors 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 Grantors have granted Grantee a security interest in the Collateral for the benefit of the Lender Parties;

WHEREAS, Grantors are the owners of applicable trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantors and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantors 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, Grantors and Grantee hereby agree that:

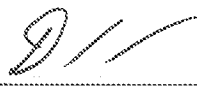
1. Each Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of such Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing such Grantor's payment, performance and observance of the Secured Obligations 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. Each 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 the Grantors an instrument in writing in recordable form and reasonably acceptable to the Grantors 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, the Grantors 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 FOODS OF CONNECTICUT
LLC**

By: 
Name: David Gassko
Title: Vice President

FERRARO FINE FOODS CORP.

By: 
Name: David Gassko
Title: Vice President

ARES CAPITAL CORPORATION,
as Administrative Agent

By:  _____

Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE A

Trademark Registrations and Applications:

Country	Trademark	Registration Number	Registration Date	Owner
United States	NAPOLI FOODS	4047845	11/01/2011	Ferraro Foods of Connecticut LLC
United States		4033786	10/04/2011	Ferraro Foods of Connecticut LLC
United States	VOLA	2981640	08/02/2005	Ferraro Fine Foods Corp.