

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catelli Bros., Inc.		12/31/2008	CORPORATION: PENNSYLVANIA
Ace Partnership		12/31/2008	General Partnership: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2163291	VEAL GOOD
Serial Number:	78582079	CATELLI
Serial Number:	78582092	CATELLI BROTHERS
Serial Number:	77146808	CATELLI ITALIAN BISTRO

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	936775	TRADEMARK
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900130154

REEL: 003958 FRAME: 0892

CH \$115.00 2163291

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	03/25/2009

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 31st day of December, 2008 by CATELLI BROS., INC., a Pennsylvania corporation ("Catelli") and ACE PARTNERSHIP, a Pennsylvania general partnership ("Ace", together with Catelli, the "Borrowers" and each a "Borrower"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Borrowers, Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers, including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrowers agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Borrowers hereby grant to Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Loan Agreement of a continuing security interest in Borrowers' entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof (collectively, the "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

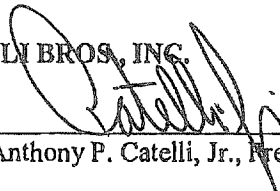
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Borrower against any third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agent acknowledges and agrees that the VEAL GOOD Trademark set forth on Schedule A is no longer used by the Company and its registration will not be renewed upon its normal expiration.

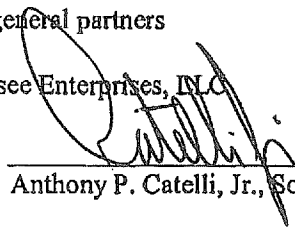
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IN WITNESS WHEREOF, Borrowers have duly executed this Agreement as of the date first written above.

CATELLI BROS, INC.

By: 
Anthony P. Catelli, Jr., President

ACE PARTNERSHIP

By: Its general partners
Teesee Enterprises, LLC
By: 
Anthony P. Catelli, Jr., Sole Member

Illetac Enterprises, LLC

By: 
James Catelli, Sole Member

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Borrowers have duly executed this Agreement as of the date first written above.


CATELLI BROS, INC.

By: 
Anthony P. Catelli, Jr., President

ACE PARTNERSHIP

By: Its general partners

Teesee Enterprises, LLC

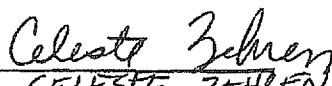
By: 
Anthony P. Catelli, Jr., Sole Member

Illetac Enterprises, LLC

By: 
James Catelli, Sole Member

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: CELESTE ZEHREN
Title: V.P.

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademarks

<u>MARK</u>	<u>REG. NO./ SERIAL NO.</u>	<u>REG. DATE/</u>	<u>OWNER</u>
Veal Good	2,163,291	6/09/1998	Catelli


Trademark Applications

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE/</u>	<u>OWNER</u>
Catelli	78/582079	05/07/2005	Catelli
Catelli Brothers	78/582092	05/07/2005	Catelli
Catelli Italian Bistro	77/146808	04/02/2007	Catelli
Summit Ridge	To be assigned	09/15/2008	Catelli

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Burlington :


On this 31 of December, 2008, before me personally appeared Anthony P. Catelli, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Catelli Bros., Inc. and on behalf of Teesee Enterprises, LLC, general partner of Ace Partnership; that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:
Therese L. Wells
Notary Public of New Jersey
My Commission Expires 4 / 18 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Burlington :

On this 31 of December, 2008, before me personally appeared James Catelli, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Illetac Enterprises, LLC, general partner of Ace Partnership; that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:
Therese L. Wells
Notary Public of New Jersey
My Commission Expires 4 / 18 / 2012

Notary Acknowledgement – Trademark Security Agreement

POWER OF ATTORNEY

CATELLI BROS., INC., a Pennsylvania corporation, and ACE PARTNERSHIP, a Pennsylvania general partnership (collectively, the "Grantor"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Amended, Restate and Consolidated Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor dated as of December 31, 2008 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated December 31, 2008 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, in each case subject to the terms of the Trademark Security Agreement and the Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

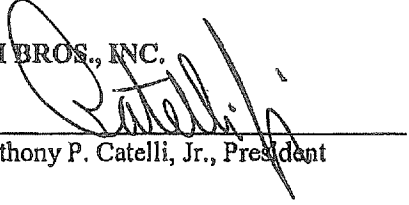
This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

CATELLI BROS., INC.

By:

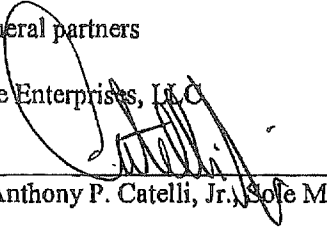

Anthony P. Catelli, Jr., President

ACE PARTNERSHIP

By: Its general partners


Teesee Enterprises, LLC

By:


Anthony P. Catelli, Jr., Sole Member

Illetac Enterprises, LLC

By:

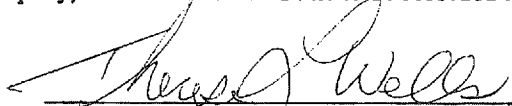

James Catelli, Sole Member

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New Jersey* : SS
COUNTY OF *Burlington* :

On this 31 of December, 2008, before me personally appeared Anthony P. Catelli, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Catelli Bros., Inc. and on behalf of Teesee Enterprises, LLC, general partner of Ace Partnership; that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:

Therese L Wells
Notary Public of New Jersey
My Commission Expires 4 / 18 / 2012

UNITED STATES OF AMERICA :
STATE OF *New Jersey* : SS
COUNTY OF *Burlington* :

On this 31 of December, 2008, before me personally appeared James Catelli, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Illetac Enterprises, LLC, general partner of Ace Partnership; that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:

Therese L Wells
Notary Public of New Jersey
My Commission Expires 4 / 18 / 2012

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]