

01/10/2012



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HEET  
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To the Director of the U. S. Pat.

See the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BAZZINI HOLDINGS, LLC

- Individual(s)
- General Partnership
- Corporation- State:
- Other: limited liability company

Citizenship (see guidelines) Pennsylvania

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) December 8, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC BANK, National Association

Internal

Address: 11th Floor

Street Address: 340 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10173

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other: Banking Association Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

3,343,091; 3,351,171; 1,582,815; 1,187,011

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

SEE ATTACHED SCHEDULE I

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: MICHAEL J. CLAIN, ESQ.

Internal Address: Windels Marx Lane & Mittendorf, LLP

Street Address: 156 West 56th Street

City: New York

State: New York Zip: 10019

Phone Number: (212) 237 1000

Fax Number: (212) 262 1215

Email Address: mclain@windelsmarx.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/10/2012 LMARTIN 00000007 3343091

Deposit Account Number

Authorized User Name

40.00 DP  
75.00 DP

9. Signature:

Michael Clain  
Signature


12/27/2011  
Date

MICHAEL J. CLAIN, ESQ.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I**  
**Trademarks**

<u>COMPANY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>TRADEMARK</u>
BAZZINI HOLDINGS, LLC	77/122,301	3,343,091	November 27, 2007	<i>Barricini</i> SINCE 1927
BAZZINI HOLDINGS, LLC	77/122,291	3,351,171	December 11, 2007	<i>Barricini</i>
BAZZINI HOLDINGS, LLC	73/651,519	1,582,815	February 13, 1990	BARRICINI
BAZZINI HOLDINGS, LLC	73/241,852	1,187,011	January 19, 1982	

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Security Agreement**"), dated as of December 8, 2011, is made by BAZZINI HOLDINGS, LLC (the "**Grantor**") in favor of PNC Bank, National Association, as agent (in such capacity, the "**Agent**") for the lenders under the Loan Agreement referred to below (the "**Lenders**").

Grantor has entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with the Agent, the subsidiaries of the Grantor that may from time to time become parties thereto as borrowers, and the Lenders.

Under the terms of the Loan Agreement, the Grantor has granted to the Agent, for its benefit and the benefit of the Lenders, a security interest in, among other property, certain trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby grants to the Agent for its benefit and the benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

**Section 1.01** the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

**Section 1.02** all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

**Section 1.03** any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

**Section 1.04** any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Agent.
3. Loan Documents. This Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
5. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

[signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BAZZINI HOLDINGS, LLC

By   
Name: Rocco Damato  
Title: Manager

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL  
ASSOCIATION,  
as Agent

By \_\_\_\_\_  
Name: Brian Conway  
Title: Vice President

TRADEMARK

REEL: 004705 FRAME: 0363

[signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be  
duly executed and delivered by its officer thereunto duly authorized as of the date first  
above written.

BAZZINI HOLDINGS, LLC

By \_\_\_\_\_  
Name: Rocco Damato  
Title: Manager

AGREED TO AND ACCEPTED:




PNC BANK, NATIONAL  
ASSOCIATION,  
as Agent

By   
Name: Brian Conway  
Title: Vice President

TRADEMARK

REEL: 004705 FRAME: 0364

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**Trademarks**

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