

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Bazzini LLC		01/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 36</b>		
Property Type	Number	Word Mark
Registration Number:	3472288	BAZZINI
Registration Number:	1367907	RAMS HEAD
Registration Number:	1416837	BAZZINI'S
Registration Number:	1402381	HOUSE OF BAZZINI FRUITION & NUTRITION
Registration Number:	1416816	
Registration Number:	3343091	BARRICINI SINCE 1927
Registration Number:	3351171	BARRICINI
Registration Number:	1582815	BARRICINI
Registration Number:	1187011	
Serial Number:	85121444	HAPPY HANUKKAH SHALOM
Serial Number:	85089590	SINCE 1898; BARTONS; MILLION DOLLAR BAR;
Registration Number:	3915855	BARTONS THE ART OF CHOCOLATE
Registration Number:	3768122	SO VERY RASPBERRY

OP \$915.00 3472288

Registration Number:	3526869	MONSTER BITES
Registration Number:	3435177	
Registration Number:	3914656	NJ
Registration Number:	3914655	NJ
Registration Number:	3914654	NUTJOB
Registration Number:	3747256	ONE MILLION DOLLARS
Registration Number:	3616778	BARTONS EXQUISITE
Registration Number:	3534892	SHMELLOWS
Registration Number:	3496708	HEAVENLY DARK
Registration Number:	3441490	HEAVENLY DARK
Registration Number:	3603147	BARTONS
Registration Number:	3599027	BARTONS CONFECTIONERS
Registration Number:	2971944	BARTONS GEM CLASSICS
Registration Number:	2971212	NEW YORKER
Registration Number:	2952677	DESSERT CLASSICS
Registration Number:	2923935	BARTONS DESSERT CLASSICS
Registration Number:	2921300	GEM CLASSICS
Registration Number:	2921299	BARTONS TOPPERS
Registration Number:	1844601	BARTONETTES
Registration Number:	1937678	BARTONS BONBONNIERE
Registration Number:	2014633	ALMOND KISSES
Registration Number:	0690644	AMERICANA
Registration Number:	0669032	BARTON'S

**CORRESPONDENCE DATA**

Fax Number: 2158325619  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 215-569-5619  
Email: pecsenye@blankrome.com  
Correspondent Name: Timothy D. Pecsénye  
Address Line 1: One Logan Square  
Address Line 2: Eighth Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01359
NAME OF SUBMITTER:	Timothy D. Pecsénye

Signature:

/Timothy D. Pecsenty/

Date:

04/30/2013

**Total Attachments: 11**

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**AMENDED, RESTATED AND CONSOLIDATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED, RESTATED AND CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 23<sup>rd</sup> day of April, 2013, effective as of January 1, 2013, by **BAZZINI LLC**, a limited liability company formed under the laws of the Delaware (the "Grantor") 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):

W I T N E S S E T H

WHEREAS, Grantor, as borrower (sometimes referred to herein, collectively with each person joined to the Loan Agreement as a borrower from time to time, as "Borrowers" and each individually, as a "Borrower"), A.L. Bazzini Co., Inc., a corporation organized under the laws of the State of New York ("Bazzini"), Bazzini Bakery, LLC a limited liability company formed under the laws of the State of New York ("BBL"), Bazzini Holdings, LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania ("Holdings"), Allentown Candy LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania ("ACL") and Bazzini Nut Corporation, a corporation formed under the laws of the State of Delaware, ("Bazzini Corp.") as guarantors, Lenders and Agent are parties to that certain Revolving Credit, Term Loan, and Security Agreement of December 8, 2011 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each of Bazzini, BBL and Holdings executed in favor of Agent a Trademark Security Agreement, each dated as of December 8, 2011 (collectively, the "Existing Trademark Security Agreements");

WHEREAS, in connection with the Bazzini Restructuring (as such term is defined and described in the Third Amendment and Joinder to Revolving Credit, Term Loan and Security Agreement dated of even date herewith), each of Bazzini, BBL and Holdings have transferred to Bazzini LLC all right, title and interest in and to the IP Collateral (as such term is defined in the Existing Trademark Security Agreements);

WHEREAS this Agreement amends, restates and consolidates, but does not replace the obligations evidenced by, each of the Existing Trademark Security Agreements;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) 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, Grantor agrees as follows:

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

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

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, 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 forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.


3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

4. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

**[SIGNATURE PAGE FOLLOWS]**

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

BAZZINI LLC

By:   
Name: ROCCO SAUTE  
Title: PRC

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO AMENDED, RESTATED AND CONSOLIDATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005017 FRAME: 0493

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

BAZZINI LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: Katherine M Garland  
Name: Katherine M Garland  
Title: Bank Officer

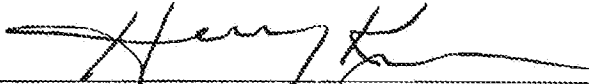
[SIGNATURE PAGE TO AMENDED, RESTATED AND CONSOLIDATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005017 FRAME: 0494

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New York : SS  
COUNTY OF New York :

On this 11 of April, 2013, before me personally appeared Rocco Adamo, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Bazzini LLC; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

HARVEY KRASNER  
Notary Public, State of New York  
No. 31-4524287  
Qualified in New York County  
Commission Expires May 24, 2015




[ACKNOWLEDGMENT TO AMENDED, RESTATED AND CONSOLIDATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**SCHEDULE 1**

**Trademarks owned by Bazzini LLC**

<b><u>SERIAL NO.</u></b>	<b><u>REG. NO.</u></b>	<b><u>REGISTRATION OR FILING DATE</u></b>	<b><u>TRADEMARK</u></b>
78/855,399	3,472,288	July 22, 2008	
73/528,436	1,367,907	October 29, 1985	RAMS HEAD
73/596,212	1,416,837	November 11, 1986	BAZZINI'S
73/551,223	1,402,381	July 22, 1986	
73/502,138	1,416,816	November 11, 1986	
77/122,301	3,343,091	November 27, 2007	
77/122,291	3,351,171	December 11, 2007	
73/651,519	1,582,815	February 13, 1990	BARRICINI
73/241,852	1,187,011	January 19, 1982	
85/121,444		Filing Date: September 2, 2010	
85/089,590		Filing Date: July 21, 2010	

<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>TRADEMARK</u>
77/908,762	3,915,855	February 8, 2011	BARTONS THE ART OF CHOCOLATE
77/407,684	3,768,122	March 30, 2010	SO VERY RASPBERRY
77/387,689	3,526,869	November 4, 2008	MONSTER BITES
77/283,996	3,435,177	May 27, 2008	
77/283,886	3,914,656	February 1, 2011	
77/283,882	3,914,655	February 1, 2011	
77/283,879	3,914,654	February 1, 2011	NUTJOB
77/282,520	3,747,256	February 9, 2010	ONE MILLION DOLLARS
77/255,623	3,616,778	May 5, 2009	BARTONS EXQUISITE
77/227,768	3,534,892	November 18, 2008	SHMELLOWS
77/195,151	3,496,708	September 2, 2008	HEAVENLY DARK
77/064,136	3,441,490	June 3, 2008	HEAVENLY DARK

SCHEDULE - 1

<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>TRADEMARK</u>
77/165,099	3,603,147	April 7, 2009	BARTONS
77/078,258	3,599,027	March 31, 2009	BARTONS CONFECTIONERS
76/519,875	2,971,944	July 19, 2005	BARTONS GEM CLASSICS
76/321,257	2,971,212	July 19, 2005	NEW YORKER
76/519,879	2,952,677	May 17, 2005	DESSERT CLASSICS
76/519,878	2,923,935	February 1, 2005	BARTONS DESSERT CLASSICS
76/519,877	2,921,300	January 25, 2005	GEM CLASSICS
76/519,876	2,921,299	January 25, 2005	BARTONS TOPPERS
74/382,800	1,844,601	July 12, 1994	BARTONETTES
74/382,743	1,937,678	November 28, 1995	BARTONS BONBONNIERE
74/101,083	2,014,633	November 12, 1996	ALMOND KISSES
72/071,797	0,690,644	December 29, 1959	AMERICANA
72/015,441	0,669,032	October 28, 1958	<b>BARTONS</b>

SCHEDULE - 1

074658.01359/7190883v.1

**TRADEMARK**  
**REEL: 005017 FRAME: 0498**

## **POWER OF ATTORNEY**

BAZZINI LLC (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Grantor, as borrower, and A.L. Bazzini Co., Inc., Bazzini Bakery, LLC, Bazzini Holdings LLC, Allentown Candy LLC and Bazzini Nut Corporation, as guarantors, dated December 8, 2011 (as amended, modified, restated, supplemented 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 Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as amended, modified, restated, supplemented or replaced from time to time, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents 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 Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property 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 Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURE PAGE FOLLOWS]**

23<sup>rd</sup> day of April, 2013. IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this

**BAZZINI LLC**

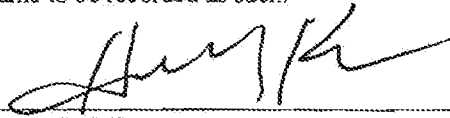
By:   
Name: THOMAS O'MALLEY  
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY TO AMENDED, RESTATED AND CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *NY* : SS  
COUNTY OF *NY* :

On this 18 of April, 2013, before me personally appeared *Robert Dymk*, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of \_\_\_\_\_; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

HARVEY KRASNER  
Notary Public, State of New York  
No. 31-4524287  
Qualified in New York County  
Commission Expires *May 20, 2013*

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO AMENDED, RESTATED  
AND CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]