

07/08/2013

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2)



103659992

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



MD 07-08-13

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Progressive Gourmet, Inc.

- Individual(s)
- Partnership
- Corporation- State: MA
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 6/18/13

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TD Bank, N.A.

Street Address: 370 Main Street

City: Worcester

State: MA

Country: USA Zip: 01608

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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) _____ Text _____

B. Trademark Registration No.(s) _____

3783400, 3408556, 3417267, 2648631, 2972543

Additional sheet(s) attached? Yes No

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

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

Name: Dennis Pojani, Esq.

Internal Address: _____

Street Address: 446 Main Street, 21st Floor

City: Worcester

State: MA Zip: 01608

Phone Number: 508-798-2480

Docket Number: _____

Email Address: kleblanc@phrllp.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/09/2013 HTON11 00000023 3783400

Deposit Account Number _____ 40.00 OP

Authorized User Name _____ 100.00 OP

9. Signature:

Dennis Pojani
Signature

6/27/13

Date

Dennis Pojani

Name of Person Signing

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

8

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

TRADEMARK
REEL: 005079 FRAME: 0197

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of June 18, 2013 between **Progressive Gourmet, Inc.** (herein, the "Debtor"), a Massachusetts corporation with an address of 330 Ballardvale Street, Wilmington, MA 01887 and **TD Bank, N.A.**, as lender (herein, in such capacity, together with any successor thereto in such capacity, called the "Lender") with a place of business at 370 Main Street, Worcester, Massachusetts 01608.

RECITALS:

A. The Debtor, together with Progressive Gourmet Realty, Ltd. ("Realty", and together with the Debtor, each a "Borrower" and collectively, the "Borrowers") and Christian R. Collias, have entered into a Consolidated Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "CARLSA"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the CARLSA.

B. The CARLSA amends and restates, in their entirety, each of the following: (i) a Loan and Security Agreement by and among the Borrowers, certain Affiliates of the Borrowers and the Lender, dated as of July 5, 2006, as amended, amended and restated, consolidated, supplemented or otherwise modified from time to time and (ii) a Loan and Security Agreement by and among the Borrowers, certain Affiliates of the Borrowers and the Lender, dated as of October 19, 2007, as amended, amended and restated, consolidated, supplemented or otherwise modified from time to time. Together, the Loan and Security Agreements described in (i) and (ii) above are referred to herein as the "Prior Loan Agreements".

C. Under the Prior Loan Agreements, the Borrowers granted in favor of the Bank, as collateral security for the Obligations, a continuing security interest in, and pledge and/or assignment of the Collateral, including the Trademark Collateral (as defined below), which security interest, pledge and assignment has been ratified and confirmed in the CARLSA.

D. As a condition of the CARLSA, the Debtor is required to execute and deliver this Agreement in order to further ensure the attachment, perfection and first priority of the continuing security interest granted by the Debtor in all of the Trademark Collateral to secure all the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Loans to the Debtor pursuant to the CARLSA, the Debtor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. In addition to the terms defined above, for purposes hereof: (i) "Intellectual Property" means patents, copyrights, service marks, trade names, trade styles, logos, goodwill, trade secrets, trademarks, and licenses acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time; and (ii) the term "license" refers not only to rights granted by agreement from the owner of patents, copyrights, trademarks, service marks and the like, but also to rights granted by a franchisor under a franchise or similar agreement. The foregoing enumeration is not intended as a limitation of the meaning of the term "license". The term "Obligations" has the meaning given such term in the CARLSA and shall be construed in its broadest and most comprehensive sense.

SECTION 2. Ratification and Confirmation of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations the Debtor does hereby ratify, confirm and reaffirm the security interest granted under the Prior Loan Agreements in all of the Debtor's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired:

(a) all of Debtor's registered and unregistered trademarks, trademark applications, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively the "Trademarks") including, without limitation, all trademarks or trademark applications, are now or hereafter issued by or filed with the U.S. Patent and Trademark Office or any similar office or agency of any other countries, including without limitation the trademarks and trademark applications listed in Schedule I attached hereto and made a part hereof;

(b) all Intellectual Property that is related to the Trademark Collateral; and

(c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Trademarks, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

SECTION 3. Debtor's Covenants and Representations. The Debtor represents, warrants and covenants that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks is valid and enforceable and no prior assignments of the same have been made;

(c) The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the CARLSA, including without limitation, licenses, shop rights and covenants by the Debtor not to sue third persons;

(d) The Debtor has the unqualified right to enter into this Agreement and perform its terms; and

(e) Until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Debtor's Obligations under this Agreement, without the Lender's prior written consent, such consent not to be unreasonably withheld, delayed, or conditioned.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of recording the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the CARLSA or any other Loan Documents. The CARLSA and other Loan Documents (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Debtor shall obtain rights to any new trademark or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation-in-part of any Trademarks or any improvement on any Trademarks, the provisions of Section 2 hereof shall automatically apply thereto and the Debtor shall give to the Lender prompt notice thereof in writing. The Debtor authorizes the Lender to modify this Agreement by amending Schedule I hereto to include any such future trademarks and trademark applications.

SECTION 6. Attorney-in-Fact. The Debtor hereby appoints the Lender, or its designee, as the Debtor's true and lawful attorney-in-fact (without requiring the Lender to act as such), with full power, upon the occurrence of an unwaived Event of Default and at any time thereafter, as follows: (a) to sell, transfer or assign the Trademarks and the other Trademark Collateral or any part thereof, (b) to grant any license or sublicense to make, have made, use or sell under or pursuant to any or all of the Trademarks, (c) to seek issuance of all Trademarks in accordance with this Agreement (d) to execute and file assignments of the Trademarks and the other Trademark Collateral in the name of the Debtor with the U.S. Trademark and Trademark Office or any similar office or agency of any other country as it may deem appropriate, (e) to

perform all acts required or permitted to be performed in connection with maintaining the Trademarks and the other Trademark Collateral, and (f) to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce the Trademarks and the other Trademark Collateral.

SECTION 7. Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Trademarks and the other Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and the other Trademark Collateral, shall be borne and paid by the Debtor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed under the Obligations.

SECTION 8. Trademarks to be Issued; Lender's Expenses. Except as with respect to trademark applications or Trademarks that the Debtor, in its reasonable business judgment made in good faith, believes are unnecessary or not in the best interest of the Debtor to maintain or obtain, the Debtor shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for trademarks and to preserve and maintain all rights in trademark applications and the Trademarks. Any expenses incurred in connection with such an application shall be borne by the Debtor. Except for trademark applications or Trademarks that the Debtor, in its reasonable business judgment made in good faith, believes are unnecessary or not in the best interest of the Debtor to maintain or obtain, the Debtor shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of the Lender, which consent shall not be unreasonably withheld, delayed or conditioned.

SECTION 9. Enforcement. Following an unwaived Event of Default, the Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and the other Trademark Collateral and any license thereunder, in which event the Debtor shall at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 9.

SECTION 10. Cumulative Rights and Remedies. All of the Lender's rights and remedies, with respect to the Trademarks and the other Trademark Collateral,

whether established hereby or by the CARLSA or other Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

SECTION 11. Release of Security Interest. Upon payment in full of all Obligations and the termination of all commitments, if any, of the Lender, the Lender shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien or the security interest in the Trademark Collateral which has been granted hereunder.

SECTION 12. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the CARLSA, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

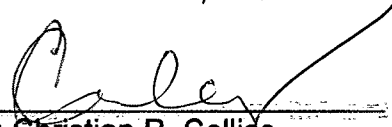
SECTION 13. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the CARLSA and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the CARLSA.

SECTION 14. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered under seal as of the day and year first above.

Progressive Gourmet, Inc..

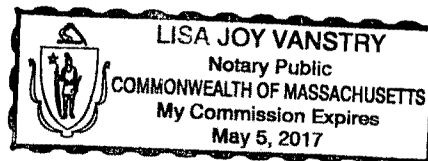
By: 
Name: Christian R. Collias
Title: President

COMMONWEALTH OF MASSACHUSETTS

Middlsey, ss.

On this 18th day of June, 2013, before me, the undersigned notary public, personally appeared Christian R. Collias, the President of Progressive Gourmet, Inc. and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of said corporation.


Notary Public
My Commission Expires:



SCHEDULE I

<u>Name of Company/Affiliate</u>	<u>Description of Intellectual Property</u>	<u>Registration Number* (if applicable)</u>
Progressive Gourmet, Inc.	Trademark: "CATERING SOLUTIONS"	3783400 (Serial Number: 77690790)
Progressive Gourmet, Inc.	Trademark: "APPETIZERS AND, INC."	3408556 (Serial Number: 77240212)
Progressive Gourmet, Inc.	Trademark: "APPETIZERS AND, INC."	3417267 (Serial Number: 77206815)
Progressive Gourmet, Inc.	Trademark: "PROGRESSIVE GOURMET"	2648631 (Serial Number: 76250465)
Progressive Gourmet, Inc.	Trademark: "CATER YOUR OWN"	2972543 (Serial Number: 76977493)