

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R.L.E. CORP.		09/03/2014	CORPORATION: NEW YORK
1501 BROAD STREET CORP.		09/03/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	First Niagara Commercial Finance, Inc., a wholly owned subsidiary of First Niagara Bank, N.A., as the lender
Street Address:	3 Allied Drive, Suite 210
City:	Dedham
State/Country:	MASSACHUSETTS
Postal Code:	02026
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2000740	CORA
Registration Number:	2002352	CORA
Registration Number:	2058608	CASA BRAND
Registration Number:	3859176	CASALE
Registration Number:	4514835	CASALE
Registration Number:	4206391	CASALE
Registration Number:	2934180	CASALE
Registration Number:	4086073	PERFETTA MEATS
Registration Number:	4086074	PERFETTA PERFETTA MEATS

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

NAME OF SUBMITTER:	Katarzyna Schmidt
SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	09/04/2014
Total Attachments: 7 source=RLE- Trademark Security Agreement 2014#page1.tif source=RLE- Trademark Security Agreement 2014#page2.tif source=RLE- Trademark Security Agreement 2014#page3.tif source=RLE- Trademark Security Agreement 2014#page4.tif source=RLE- Trademark Security Agreement 2014#page5.tif source=RLE- Trademark Security Agreement 2014#page6.tif source=RLE- Trademark Security Agreement 2014#page7.tif	

EXECUTION VERSION

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") dated as of September 3, 2014 among R.L.E. CORP., a New York corporation ("RLE"), 1501 BROAD STREET CORP., a New York corporation ("1501 Corp" and together with RLE, each, individually, a "Borrower", and, together, collectively, "Borrowers") and First Niagara Commercial Finance, Inc., a wholly owned subsidiary of First Niagara Bank, N.A., as the lender ("Lender").

RECITALS:

A. Reference is made to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrowers, the Guarantors from time to time party thereto, and Lender. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

B. Lender has agreed to make Credit Extensions to Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligation of Lender to make such Credit Extensions is conditioned upon, among other things, the execution and delivery by Borrowers and Guarantors of the Credit Agreement and the Loan Documents, including the execution of this Agreement, to secure the Obligations.

C. Borrowers and Guarantors have agreed to execute this Agreement to secure the Obligations and for recording with the United States Patent and Trademark Security Office.

AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

1. Definitions. All terms defined herein that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Loan Party's right, title and interest in and to: (a) patents or applications for patents; (b) fees or royalties with respect to each; (c) the right to sue for past infringement and damages therefore; and (d) licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

"Trademarks" means all of each Loan Party's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, all extensions or renewals of the foregoing, and the respective goodwill associated with each; (b) licenses, fees or royalties with respect to each; (c) the right to sue for past, present and future infringement, dilution and damages therefore; and (d) licenses

thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B** attached hereto.

2. Security Interest. Each Loan Party hereby irrevocably pledges and assigns to, and grants to Lender, for the benefit of itself and the other Secured Parties, a Lien and security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations (provided that no security interest shall be granted in 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 the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law). As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Loan Party. This Agreement grants only the Security Interest herein described and is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment.

3. Representations, Warranties, Covenants and Agreements. Each Loan Party represents, warrants, covenants and agrees as follows:

(a) Patents. **Exhibit A** attached hereto accurately lists all Patents owned or controlled by each Loan Party as of the date hereof, or to which each Loan Party has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Loan Party owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A** attached hereto, or if **Exhibit A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then each Loan Party shall promptly provide written notice to Lender and will provide a replacement **Exhibit A** if requested by Lender, which upon acceptance by Lender shall become part of this Agreement.

(b) Trademarks. **Exhibit B** attached hereto accurately lists all Trademarks owned or controlled by each Loan Party as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to any Loan Party's or any Affiliate's business. If after the date hereof, any Loan Party owns or controls any Trademarks not listed on **Exhibit B** attached hereto (other than common law marks which are not material to any Loan Party's or any Affiliate's business), or if **Exhibit B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then each Loan Party shall promptly provide written notice to Lender and if requested by Lender will provide a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

4. Use of the Patents and Trademarks. Each Loan Party shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until the occurrence and continuance of an Event of Default.

5. Authorization to Supplement. If any Loan Party obtains rights to any new Patents or Patent licenses, Trademarks or Trademark licenses, the provisions of this Agreement shall automatically apply thereto. Each Loan Party shall give notice in writing to Lender in accordance with Section 6.1(g) of the Credit Agreement with respect to any such new Patent, any new Patent license, any new Trademark, any renewal or extension of a Trademark registration or any new Trademark license. Without limiting each Loan Party's obligations under this Section 5, each Loan Party hereby authorizes Lender unilaterally to modify this Agreement by amending **Exhibit A** to include such new Patent or Patent license and **Exhibit B** to include any such new Trademark or Trademark license. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Exhibit A** hereto or **Exhibit B** hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all Patent Collateral and Trademark Collateral, whether or not listed on **Exhibit A** hereto or **Exhibit B** hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the state of New York.

7. Notices. All notices required or permitted hereunder shall be given as provided in the Credit and Security Agreement.

8. Amendments. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any Loan Party or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

R.L.E. CORP.

By: 

Name: John Fornino
Title: Vice President

1501 BROAD STREET CORP.

By: 

Name: John Fornino
Title: Vice President

[RLE - Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005356 FRAME: 0973

**FIRST NIAGARA COMMERCIAL FINANCE,
INC.**

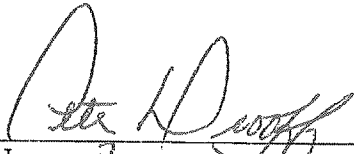
By: 
Name: PETER DROBOFF
Title: FIRST VICE PRESIDENT

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS**

REGISTRATIONS

<u>Trademarks:</u>	<u>Registration No.</u>
Cora	2000740
Cora Design	2002352
Casa Brand and Design	2058608
Casale	3859176
Casale	4514835
Casale	4206391
Casale	2934180
Perfetta Meats	4086073
Perfetta Meats (with chef design)	4086074

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.