

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUATTRO FOODS GROUP, LLC		09/30/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
OMNI BAKING COMPANY, LLC		09/30/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
151 FOODS, LLC		09/30/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
AMOROSO#S BAKING CO.		09/30/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 MARKET STREET		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1254121	PHILLY ROLLS	
Registration Number:	1224445	AMOROSO'S HEARTH-BAKED BREAD & ROLLS	
Serial Number:	85255445	AMOROSO'S	
Serial Number:	85255580	AMOROSO'S	
Serial Number:	85255740	AMOROSO'S HEARTH-BAKED BREAD & ROLLS IN	
Serial Number:	85255796	AMOROSO'S HEARTH-BAKED BREAD & ROLLS IN P	
Serial Number:	85255820	THE LEADING ROLL	
Serial Number:	85255492	WHY PHILLY SANDWICHES ARE WORLD-FAMOUS.	
Serial Number:	85255506	AMOROSO'S PLAYS THE LEADING ROLL.	
Serial Number:	85255531	THE LEADING ROLL.	
Serial Number:	85255548	FEEDING PEOPLE IS WHAT WE DO.	
Serial Number:	85736124	PIZZA'S GOT A RIVAL	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2158648999

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: 215.864.8358

Email: wattz@ballardspahr.com

Correspondent Name: Zachary Watt

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	00164728
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NAME OF SUBMITTER:	Zachary Watt
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SIGNATURE:	/Zachary Watt/
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DATE SIGNED:	10/01/2014
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Total Attachments: 14

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, restated, modified or supplemented from time to time, this “**Agreement**”), dated as of September 30, 2014, is entered into by and among **QUATTRO FOODS GROUP, LLC**, a New Jersey limited liability company (“**Quattro**”), **OMNI BAKING COMPANY, LLC** a New Jersey limited liability company (“**Omni Baking**”), **151 FOODS, LLC**, a New Jersey limited liability company (“**151 Foods**”), and **AMOROSO’S BAKING CO.**, a Pennsylvania corporation (“**Amoroso’s**” and together with Quattro, Omni Baking and 151 Foods, collectively, the “**Borrowers**” and each, a “**Borrower**”), **EACH OF THE OTHER LOAN PARTIES LISTED ON THE SIGNATURE PAGES HERETO, AND EACH OF THE OTHER LOAN PARTIES WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (the Borrowers and each such other Loan Party, individually a “**Pledgor**” and collectively, the “**Pledgors**”), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other Lenders under the Credit Agreement (as defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”) of even date herewith by and among the Borrowers, the Administrative Agent, the Lenders now or hereafter party thereto (collectively, the “**Lenders**”) and the Guarantors now or hereafter party thereto (collectively, the “**Guarantors**”), the Lenders have agreed to make certain loans to the Borrower and issue or participate in certain letters of credit for the account of the Borrower; and

WHEREAS, the obligation of the Lenders to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Pledgors secure the Secured Obligations (as hereinafter defined) in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania, as amended from time to time (the “**Code**”).

(b) “**Patents, Trademarks and Copyrights**” shall mean and include all of each Pledgor’s present and future right, title and interest in and to all of the following: all trade names,

patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “**Secured Obligations**” shall mean and include all now existing and hereafter arising Obligations (and including Obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower, any other Pledgor or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such Obligations is not enforceable or allowable in such proceeding), including, without limitations, all Obligations of the Borrower and each and every other Pledgor to the Administrative Agent, the Lenders or any other Secured Party under the Credit Agreement, any other Loan Documents, any Lender Provided Interest Rate Hedge (or any documents or instruments executed in connection therewith) or any Other Lender Provided Financial Service Product (or any documents or instruments executed in connection therewith), together with any extensions, renewals, replacements or refundings thereof, and all costs and expenses of enforcement and collection, including reasonable attorneys’ fees. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Hedge Liabilities.

(d) “**Secured Parties**” shall mean the collective reference to the Administrative Agent, the Lenders and the other holders of the Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants and covenants that:

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

(b) to the best of such Pledgor’s knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any Liens, except for Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third Persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been received by such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) to the best of such Pledgor's knowledge, such Pledgor has used proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Each Pledgor jointly and severally covenants that:

(a) Such Pledgor shall continue to use consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(b) such Pledgor shall continue to use commercially reasonable efforts to provide proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 12 hereof;

(c) such Pledgor shall not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to the Administrative Agent;

(d) such Pledgor shall not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(e) such Pledgor shall preserve its existence as a corporation, partnership or limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

5. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Secured Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent, the Lenders and the other Secured Parties to make the Loans and other extensions of credit, and that the Administrative Agent, the Lenders and the other Secured Parties are relying on such waiver in entering into the Loan Documents and the other documents and instruments evidencing or relating to the other Secured Obligations. The undertakings of each Pledgor hereunder secure the obligations of the Borrower and the other Loan Parties. The Administrative Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent shall not be a defense to any action the Administrative Agent may elect to take against any Pledgor. The Administrative Agent hereby reserves all rights against each Pledgor.

6. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license Patents, Trademarks or Copyrights in the ordinary course of business without the Administrative Agent's consent to existing or new suppliers, distributors, business partners and/or customers to facilitate the manufacture and use of such Pledgor's products.

7. If, before the Secured Obligations shall have been Paid in Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, registered trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

8. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Philadelphia, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as set forth in Section 9.2.4 of the Credit Agreement [Application of Proceeds]. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any other Secured Party or Secured Parties may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

9. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to

endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

10. At such time as all of the Obligations have been Paid in Full, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent 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, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within ten (10) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been Paid in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright, without the consent of the Administrative Agent, which shall not be unreasonably withheld, unless such Pledgor determines in its reasonable business judgment that abandonment of such Patent, Trademark or Copyright is appropriate.

13. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and with legal counsel of such Pledgor's choosing, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including

reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

14. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

15. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under any Lender Provided Interest Rate Hedge (or under any documentation therefor) or any Other Lender Provided Financial Service Product (or under any documentation therefor) or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

16. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 7 and Paragraph 28 hereof with respect to additions and supplements to Schedule A hereto.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

20. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN

PHILADELPHIA COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH 20 HEREIN. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

22. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

23. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS

BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

24. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of a signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

25. All notices, statements, requests, demands, directions and other communications (collectively, “**notices**”) given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent, the Lenders and the other Secured Parties may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent, the Lenders and the other Secured Parties shall have no duty to verify the identity or authority of the Person giving such notice.

26. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent’s remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent’s rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent’s remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

27. Each Pledgor (other than the Borrower) hereby acknowledges, represents, and warrants that it receives direct and indirect benefits and synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and the other documents evidencing the Secured Obligations and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith, are a reasonably equivalent exchange of value in return for providing this Agreement.

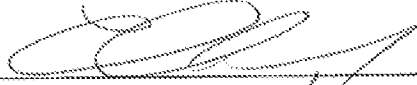
28. At any time after the initial execution and delivery of this Agreement to the Administrative Agent, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new

Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

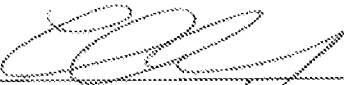
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.


QUATTRO FOODS GROUP, LLC

By: 
Name: Leonard M. Amoroso, Jr.
Title: President

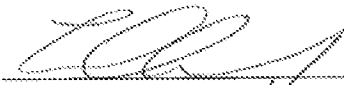
OMNI BAKING COMPANY, LLC

By: 
Name: Leonard M. Amoroso, Jr.
Title: President

151 FOODS, LLC

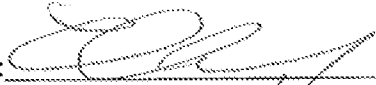
By: 
Name: Leonard M. Amoroso, Jr.
Title: President

AMOROSO'S BAKING CO.

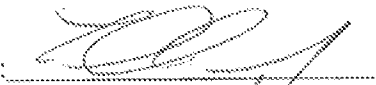
By: 
Name: Leonard M. Amoroso, Jr.
Title: President

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

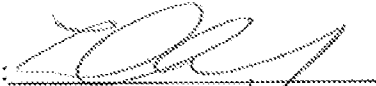
AMOROSO'S SALES COMPANY

By: 
Name: Leonard M. Amoroso, Jr.
Title: President

QUATTRO LEASING COMPANY

By: 
Name: Leonard M. Amoroso, Jr.
Title: President

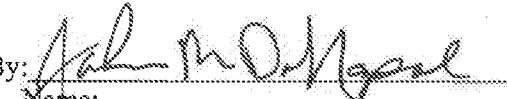
NEW HORIZONS FINANCIAL COMPANY

By: 
Name: Leonard M. Amoroso, Jr.
Title: President

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: John M. DiNapoli
Title: Senior Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

For Amoroso's Baking Co.

1. Registered Patents: None
2. Registered Trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
PHILLY ROLLS	1,254,121	4/11/2014
AMOROSO'S HEARTH-BAKED BREAD & ROLLS	1,224,445	7/18/2013

Trademark Applications

<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
AMOROSO'S	85/255,445	3/2/2011
AMOROSO'S & Design	85/255,580	3/2/2011
AMOROSO'S (Medallion Logo w/ Flag Design)	85/255,740	3/2/2011
AMOROSO'S (Medallion Logo)	85/255,796	3/2/2011
ROLL MAN Logo	85/255,820	3/2/2011
WHY PHILLY SANDWICHES ARE WORLD-FAMOUS.	85/255,492	3/2/2011
AMOROSO'S PLAYS THE LEADING ROLL.	85/255,506	3/2/2011
THE LEADING ROLL.	85/255,531	3/2/2011
FEEDING PEOPLE IS WHAT WE DO.	85/255,548	3/2/2011
PIZZA'S GOT A RIVAL	85/736,124	9/24/2012

3. Trade Names: None
4. Registered Copyrights: None

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

For 151 Foods, LLC, Omni Foods Group, LLC, Omni Baking Company, LLC, Amoroso's Sales Company, Quattro Leasing Company and New Horizon Financial Company

1. Registered Patents: None
2. Registered Trademarks: None
3. Trade Names: None
4. Registered Copyrights: None