

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Catelli Bros., Inc.		02/20/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	300 Barr Harbor Drive		
<b>City:</b>	Conshocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3868639	SUMMIT RIDGE	
<b>Registration Number:</b>	4177477	CATELLI BROTHERS	
<b>Registration Number:</b>	4021053	CATELLI BROTHERS ITALIAN BISTRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>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.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	511629		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	02/23/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK COLLATERAL AGREEMENT

This 20 day of February, 2015, Catelli Bros., Inc., a Pennsylvania corporation ("*Debtor*") with its principal place of business and mailing address at 50 Ferry Avenue, Collingswood, New Jersey 08108, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Wells Fargo Bank, National Association, a national banking association, with its mailing address at 300 Barr Harbor Drive, Conshohocken, PA 19428, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

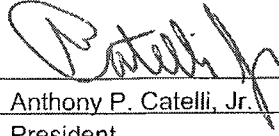
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CATELLI BROS., INC.

By   
Name Anthony P. Catelli, Jr.  
Title President

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

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

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005464 FRAME: 0250**

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CATELLI BROS., INC.

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

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By James J. Trankle  
Name James J. Trankle  
Title Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>OWNER</b>	<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
CATELLI BROS., INC.	SUMMIT RIDGE	3868639	10/26/2010
CATELLI BROS., INC.	CATELLI BROTHERS	4177477	7/24/2012
CATELLI BROS., INC.	CATELLI BROTHERS ITALIAN BISTRO	4021053	9/6/2011