

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Trading Enterprises, LLC		02/20/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
Rastelli Brothers, Inc.		02/20/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One South Broad Street, 3rd Floor		
Internal Address:	Mailcode Y1375-031		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3614116	RASTELLI SEAFOOD	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	107337-01196		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	02/23/2015		
Total Attachments: 5			

OP \$40.00 3614116

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AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is made this 20th day of February, 2015, by the Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and Wells Fargo Bank, National Association ("Lender").

BACKGROUND

A. Pursuant to the Credit and Security Agreement, dated as of January 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rastelli Brothers, Inc., a New Jersey corporation, as Borrower, Global Trading Enterprises, LLC, a New Jersey limited liability company, as a Guarantor, and Lender, Lender agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement.

B. Pursuant to the Credit Agreement, Grantors entered into the Intellectual Property Security Agreement, dated as of December 30, 2011 with an effective date of January 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), in favor of Lender.

C. Since entering into the Intellectual Property Security Agreement one or more of Grantors has acquired an additional Trademark (the "New Trademark").

D. Grantors and Lender desire to amend the Intellectual Property Security Agreement by adding the New Trademark to the Trademarks listed on Exhibit C to the Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Lender hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.

2. AMENDMENT. Exhibit C to the Intellectual Property Security Agreement is amended by adding to such Exhibit C the Trademark set forth on Schedule I to this Amendment. Each Grantor, as applicable, hereby affirms all grants (including the grant of a lien and security interest), covenants, agreements, representations, and warranties (except to the extent expressly relating to an earlier date) contained in the Intellectual Property Security Agreement, as amended hereby, each and all of which are and shall remain applicable to the New Trademark.

3. INCORPORATION. This Amendment shall be deemed incorporated into and made a part of the Intellectual Property Security Agreement. No reference to this Amendment need be made in any of the Loan Documents (as defined in the Credit Agreement), and any reference in any of the Loan Documents to the Intellectual Property Security Agreement shall be deemed a reference to the Intellectual Property Security Agreement as modified hereby, and to

include this Amendment. Except as modified hereby, all terms and conditions of the Intellectual Property Security Agreement shall remain in effect in accordance with their original tenor.

4. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall bind the parties.

5. GOVERNING LAW. The validity, interpretation and enforcement of this Amendment and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Pennsylvania but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

RASTELLI BROTHERS, INC.

By: *Raymond Rastelli*
Name: *RAYMOND RASTELLI*
Title: *PRESIDENT*

GLOBAL TRADING ENTERPRISES,
LLC

By: *Raymond Rastelli*
Name: *RAYMOND RASTELLI*
Title: *PRESIDENT*

ACCEPTED AND ACKNOWLEDGED
BY:

Lender:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

RASTELLI BROTHERS, INC.

By: _____

Name:

Title:

GLOBAL TRADING ENTERPRISES,
LLC

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED
BY:

Lender:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name:

Title:

Elizabeth D. Moran
Elizabeth D. Moran
Vice President

SCHEDULE I
to
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

New Trademark
(Added to Exhibit C to Intellectual Property Security Agreement)

Owner	Trademark	Registration Number	Registration Date
Rastelli Brothers, Inc.	RASTELLI SEAFOOD	3,614,116	5/28/2008

107337.01186/22361601v.1

RECORDED: 02/23/2015

TRADEMARK
REEL: 005464 FRAME: 0651