

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335646

<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>
F&R IP Inc.		03/18/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	CityPlace I, 35th Floor, CT2-500-35-02, 185 Asylum Street		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1584904	ROSINA	
<b>Registration Number:</b>	2790258	GINA ITALIAN VILLAGE HOMESTYLE PASTA	
<b>Registration Number:</b>	4350542	ROSINA	
<b>Registration Number:</b>	4487545	A ROSINA BRAND	
<b>Registration Number:</b>	0773290	CELENTANO	
<b>Registration Number:</b>	1069900	CELENTANO	
<b>Registration Number:</b>	2497550	CELENTANO	
<b>Registration Number:</b>	2577601	CELENTANO	
<b>Registration Number:</b>	4220771	CELENTANO	
<b>Registration Number:</b>	4517842	CELENTANO	
<b>Registration Number:</b>	4501474	FLORESTA	
<b>Registration Number:</b>	1800216	FLORESTA	
<b>Registration Number:</b>	2412396	FLORESTA	
<b>Registration Number:</b>	1726717	GINA ITALIAN VILLAGE	
<b>Registration Number:</b>	1164260	MINI ROUNDS	
<b>Registration Number:</b>	3368654	SAN RALLO	
<b>Registration Number:</b>	3368655	SAN RALLO	
<b>Registration Number:</b>	3351861	SAN RALLO PASTA PRODUCTS SMILE IT'S SAN	
<b>Registration Number:</b>	3351862	SAN RALLO PASTA PRODUCTS SMILE IT'S SAN	

CH \$490.00 1584904

**CORRESPONDENCE DATA****Fax Number:** 1617227442*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:** 6172394746**Email:** joanne.mckenna@lockelord.com**Correspondent Name:** Joanne H. McKenna**Address Line 1:** 111 Huntington Avenue**Address Line 4:** Boston, MASSACHUSETTS 02199**ATTORNEY DOCKET NUMBER:** 202164/0048**NAME OF SUBMITTER:** Joanne H. McKenna**SIGNATURE:** /Joanne H. McKenna/**DATE SIGNED:** 03/19/2015**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 18, 2015, is between the undersigned (the "Grantor"), and Bank of America, N.A., as agent (the "Agent") on behalf of the Lenders (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Rosina Food Products, Inc., a New York corporation, as borrower (the "Borrower"), the guarantors from time to time party thereto (the "Guarantors", and collectively with the Borrower, the "Credit Parties"), the lenders from time to time party thereto (the "Lenders"), and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Credit Parties under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

#### *Section 2. Grant of Security Interest in Trademarks*

The Grantor hereby grants to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

F&R IP INC.

By: 

Name: Roger L. Palczewski

Title: Chief Operating Officer

AGENT:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name: Matthew A. Bourgeois

Title: Senior Vice President

(Trademark Security Agreement)

**TRADEMARK**  
**REEL: 005481 FRAME: 0853**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

F&R IP INC.

By: \_\_\_\_\_  
Name: Roger L. Palczewski  
Title: Chief Operating Officer




AGENT:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_  
Name: Matthew A. Bourgeois  
Title: Senior Vice President

(Trademark Security Agreement)

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK	APPL NO. / REG NO.
	1,584,904
	2,790,258
	4,350,542
A ROSINA BRAND	4,487,545
CELENTANO	773,290
CELENTANO	1,069,900
CELENTANO	2,497,550
CELENTANO	2,577,601
CELENTANO	4,220,771
CELENTANO	4,517,842
FLORESTA	4,501,474
FLORESTA	1,800,216
FLORESTA	2,412,396
GINA ITALIAN VILLAGE	1,726,717
MINI ROUNDS	1,164,260
SAN RALLO	3,368,654
SAN RALLO	3,368,655
SAN RALLO PASTA PRODUCTS SMILE IT'S SAN RALLO!	3,351,861
SAN RALLO PASTA PRODUCTS SMILE IT'S SAN RALLO!	3,351,862