

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deiorio Foods, Inc.		08/17/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3901152	BE A PART OF THE FAMILY	
Serial Number:	86611173	BETZ BOYS	
Serial Number:	86611165	BETZIOS	
Registration Number:	2815829	DE IORIO'S	
Registration Number:	2262246	DE IORIO'S	
Registration Number:	3857524	MAKING DOUGH FOR YOU	
Registration Number:	4002827	TASTES YOU REMEMBER	
Registration Number:	2753174	THIS LABEL MEANS QUALITY ON THE TABLE	
Serial Number:	86472913	VALORE	
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		

OP \$240.00 3901152

ATTORNEY DOCKET NUMBER:	074658-15048
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/18/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 17th day of August, 2015, by DEIORIO FOODS, INC., a New York corporation (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor (collectively with each Person joined as a party thereto as a "Borrower", and all of their respective permitted successors and assigns, the "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those registered Trademarks and Trademark applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the

Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit

Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

DEIORIO FOODS, INC

By: 


Name: Andrew Shackelford



Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement (Delorio)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


#	Owner	Mark/Name/SN/RN	Status/Status Date	Filing Date	Registration Date
1.	Deiorio Foods, Inc.	BE A PART OF THE FAMILY <small>BE A PART OF THE FAMILY</small> RN: 3901152 SN: 77624726	Registered January 4, 2011	December 2, 2008	January 4, 2011
2.	Deiorio Foods, Inc.	BETZ BOYS BETZ BOYS SN: 86611173	Pending - Initialized April 30, 2015	April 27, 2015	

#	Owner	Mark/Name/SN/RN	Status/Status Date	Filing Date	Registration Date
3.	Deiorio Foods, Inc.	BETZIOS BETZIOS SN: 86611165	Pending - Initialized April 30, 2015	April 27, 2015	
4.	Deiorio Foods, Inc.	DE IORIO'S (Stylized)  RN: 2815829 SN: 78169774	Renewed February 17, 2014	October 1, 2002	February 17, 2004

#	Owner	Mark/Name/SN/RN	Status/Status Date	Filing Date	Registration Date
5.	Deiorio Foods, Inc.	DE IORIO'S (Stylized)  RN: 2262246 SN: 75376954	Renewed Principal Register - Sec. 2(F) July 20, 2009	October 21, 1997	July 20, 1999
6.	Deiorio Foods, Inc.	MAKING DOUGH FOR YOU  RN: 3857524 SN: 77624668	Registered October 5, 2010	December 2, 2008	October 5, 2010

Trademark Security Agreement (DeIorio)

TRADEMARK
REEL: 005601 FRAME: 0784

#	Owner	Mark/Name/SN/RN	Status/Status Date	Filing Date	Registration Date
7.	Deiorio Foods, Inc.	TASTES YOU REMEMBER TASTES YOU REMEMBER RN: 4002827 SN: 77624711	Registered July 26, 2011	December 2, 2008	July 26, 2011
8.	Deiorio Foods, Inc.	THIS LABEL MEANS QUALITY ON THE TABLE and Design  RN: 2753174 SN: 78169756	Renewed August 19, 2013	October 1, 2002	August 19, 2003

#	Owner	Mark/Name/SN/RN	Status/Status Date	Filing Date	Registration Date
9.	Deiorio Foods, Inc.	<p>VALORE</p> <p>VALORE</p> <p>SN: 86472913</p>	Published July 7, 2015	December 5, 2014	

Trademark Security Agreement (DeIorio)