

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372615

<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>
NONNI'S FOODS LLC		02/09/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2893888	THINADDICTIVES	
Registration Number:	4733294	GELATO CRISP	
Registration Number:	4654254	CRISPADDICTIVES	
Registration Number:	4717532	VILLA VENETO	
Registration Number:	4587839	· LA DOLCE VITA · LDV THE SWEET LIFE	
Registration Number:	4396148	LA DOLCE VITA	
Registration Number:	4388156	LDV	
Registration Number:	4589467	VILLA VENETO	
Registration Number:	4383925	LA DOLCE VITA	
Registration Number:	3703287	TUSCONI	
Registration Number:	3568153	TREAT YOURSELF TO A NONNI'S BISCOTTI BRE	
Registration Number:	2853785	NONNI'S	
Registration Number:	2290315	NONNI'S	
Registration Number:	2222870	NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE	
Registration Number:	1869831	BISTRO BISCOTTI	
Registration Number:	1852533	CAFE BISCOTTI	
Registration Number:	1727905	NONNI'S	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 2893888

**Fax Number:**

*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:** 312.577.8574

**Email:** humberto.aquino@kattenlaw.com

**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN

**Address Line 1:** 525 WEST MONROE STREET

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	387132-183
--------------------------------	------------

<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
---------------------------	-----------------

<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
-------------------	-------------------

<b>DATE SIGNED:</b>	02/09/2016
---------------------	------------

**Total Attachments: 5**

source=Trademark Security Agreement (Nonni's)#page1.tif

source=Trademark Security Agreement (Nonni's)#page2.tif

source=Trademark Security Agreement (Nonni's)#page3.tif

source=Trademark Security Agreement (Nonni's)#page4.tif

source=Trademark Security Agreement (Nonni's)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 9, 2016, is made by NONNI'S FOODS LLC, a Delaware limited liability company (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 9, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, Antares Holdings LP, the other Lenders and the L/C Issuers from time to time party thereto and Antares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

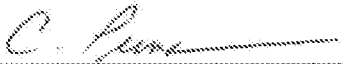
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

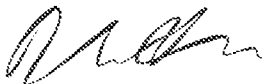
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NONNI'S FOODS LLC**

By:   
Name: Christopher Funa  
Title: Chief Operating Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Administrative Agent

By:   
Name: Phillip Croff  
Its: Duly Authorized Signatory

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005727 FRAME: 0798**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**U.S. TRADEMARKS**

Mark	Application No.	Application Date	Registration No.	Registration Date
THINADDICTIVES	78187664	11/21/02	2893888	10/12/04
GELATO CRISP	86341252	7/18/14	4733294	5/5/15
CRISPADDICTIVES	86149215	12/20/13	4654254	12/9/14
VILLA VENETO	86140622	12/11/13	4717532	4/7/15
LA DOLCE VITEA LDV THE SWEET LIFE	86136398	12/5/13	4587839	9/19/14
LA DOLCE VITA	85837696	1/31/13	4396148	9/3/13
LDV	85837695	1/31/13	4388156	8/20/13
VILLA VENETO	85817943	1/8/13	4589467	8/19/14
LA DOLCE VITA	85817948	1/8/13	4383925	8/13/13
TUSCONI	77613641	11/13/08	3703287	10/27/09
TREAT YOURSELF TO A NONNI'S BISCOTTI BREAK	77131167	3/14/07	3568153	1/27/09
NONNI'S	78261289	6/11/03	2853785	6/15/04
NONNI'S	75614210	12/31/98	2290315	11/2/99
NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE	75444074	3/3/98	2222870	2/9/99
BISTRO BISCOTTI	74477814	1/10/94	1869831	12/27/94
CAFE BISCOTTI	74449577	10/19/93	1852533	9/6/94
NONNI'S	74171232	8/29/91	1727905	10/27/92