

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mama Rosa's LLC		05/03/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2913430	LUNCH AROUND
Registration Number:	1879961	MAMA ROSA'S
Registration Number:	1493392	MAMA ROSA'S
Registration Number:	2428472	MAMA ROSA'S BY THE SLICE
Registration Number:	2409419	MINI MAMA'S
Registration Number:	1896371	OLD ITALIAN BRAND
Registration Number:	1478896	OUR OLD ITALIAN BRAND
Registration Number:	4328710	BABY MAMA'S
Registration Number:	4037312	VIRGA
Registration Number:	4467086	PICCOLETTO
Registration Number:	4258734	BUILT FROM THE CRUST UP
Serial Number:	86452149	LEAN LIFESTYLE

CORRESPONDENCE DATA

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

TRADEMARK

Address Line 2:	CT Lien Solutions
Address Line 4:	Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	05/06/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of May 3, 2016, is made by **MAMA ROSA'S, LLC**, a limited liability company organized under the laws of the State of Delaware ("Grantor") in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"). by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill symbolized therewith (the "Trademarks");

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with

respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks.

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this Negative Pledge to be duly executed for delivery on the day and year first above written.

MAMA ROSA'S, LLC

By: *Michael Brackman*
Name: Michael Brackman
Title: Chief Financial Officer and Secretary

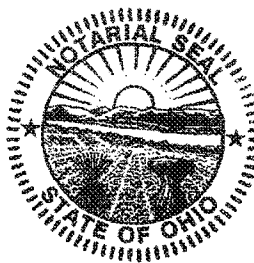
ACKNOWLEDGMENT

STATE OF Ohio)
) ss.
COUNTY OF Miami)

On this 3RD day of May, 2016, before me, the undersigned officer, personally appeared Michael Brackman, who acknowledged himself to be the Chief Financial Officer and Secretary of MAMA ROSA'S, LLC, and as such Chief Financial Officer and Secretary, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief Financial Officer and Secretary.

Kimberly A. Schmidt

Notary Public
My Commission Expires



Kimberly A Schmidt
Notary Public, State of Ohio
My Commission Expires
11/06/2020

[Negative Pledge]

TRADEMARK

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A. ,
as Lender

By: Steve Blumberg

Name: Steven Blumberg

Title: Senior Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 005786 FRAME: 0982

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
LUNCH AROUND	MaMa Rosa's, LLC	Active	2913430	12/21/04
MAMA ROSA'S (logo)	MaMa Rosa's, LLC	Active	1879961	2/21/95
MAMA ROSA'S	MaMa Rosa's, LLC	Active	1493392	6/21/88
MAMA ROSA'S BY THE SLICE (logo)	MaMa Rosa's, LLC	Active	2428472	2/13/01
MINI MAMA'S	MaMa Rosa's, LLC	Active	2409419	11/28/00
OLD ITALIAN BRAND	MaMa Rosa's, LLC	Active	1896371	5/30/95
OUR OLD ITALIAN BRAND	MaMa Rosa's, LLC	Active	1478896	3/1/88
BABY MAMA'S	MaMa Rosa's, LLC	Active	4328710	4/30/13
VIRGA	MaMa Rosa's, LLC	Active	4037312	10/11/11
PICCOLETTO	MaMa Rosa's, LLC	Active	4467086	1/31/14
BUILT FROM THE CRUST UP	MaMa Rosa's, LLC	Active	4258734	12/11/12
LEAN LIFESTYLE	MaMa Rosa's, LLC	Active	86452149 (Serial Number)	11/12/14 (Filing Date)

[Schedule I - Trademark Security Agreement]