

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392056

<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>
TOMANETTI FOOD PRODUCTS, LLC		07/13/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S&T BANK		
<b>Street Address:</b>	800 Philadelphia Street		
<b>City:</b>	Indiana		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15701		
<b>Entity Type:</b>	Chartered Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1348383	GRAINDANCE PIZZA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>			
<b>Phone:</b>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	07/20/2016		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of this 13<sup>th</sup> day of July, 2016 by and between TOMANETTI FOOD PRODUCTS, LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of S&T BANK (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 7, 2016, effective as of June 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Crust Holdings LLC and Grantor (collectively the "Borrowers"), the other Loan Parties (as defined therein) from time to time party thereto, and the Lender, the Lender has agreed to make extensions of credit and grant other financial accommodations to the Borrowers and the other Loan Parties upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to the Security Agreement, dated as of July 7, 2016, effective as of June 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other Loan Parties in favor of the Lender, a security interest in all of the Grantor's Collateral (as defined therein), including without limitation, all general intangibles; and

WHEREAS, pursuant to Section 6.2(d) of the Credit Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement as a condition precedent to the advancement of the Loans (as defined therein);

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to make extensions of credit to the Loan Parties thereunder and intending to be legally bound hereby, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks. The 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, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks (each a "Trademark") and all licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor and the Lender hereby acknowledge and agree that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

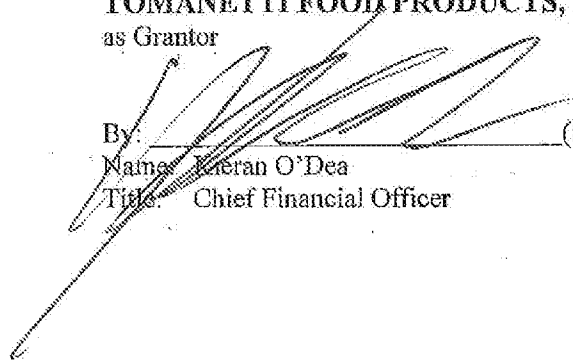
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**TOMANETTI FOOD PRODUCTS, LLC,**  
as Grantor


By:  (Seal)

Name: Eieran O'Dea  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

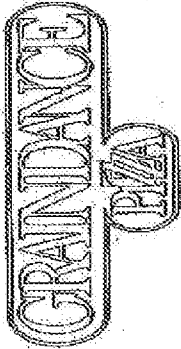
S&T BANK

By:   
Name: Jonathan D. Kowalski  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

US TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
	73501702	10/1/1984	1348383	7/9/1985	TOMANEITI FOOD PRODUCTS, LLC	Registered

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