

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395778

<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>
Furlani's Food Corporation		08/19/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank		
<b>Street Address:</b>	100 Wellington Street West		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Canadian chartered bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2439691	FURLANI	
<b>Registration Number:</b>	4968972	TRATTORIA CRAFTED BY FURLANI	
<b>Registration Number:</b>	3238740	FARLEY HILL FARM	
<b>Registration Number:</b>	3118666	FARLEY HILL FARM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	3145526000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Thompson Coburn LLP		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		
<b>SIGNATURE:</b>	/sn/		
<b>DATE SIGNED:</b>	08/19/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 19, 2016, by Furlani's Food Corporation, a corporation formed under the laws of the Province of Ontario (the "Grantor"), is in favor of The Toronto-Dominion Bank, a Canadian chartered bank, as agent for the lenders (collectively, the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Agent") for the benefit of the Secured Parties (as defined in the Security Agreement, as defined below).

### WITNESSETH:

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of August 19, 2016, among Grantor, Joseph Campione LLC, a limited liability company formed under the laws of the State of Delaware, From the Hearth Holdings, LLC, a limited liability company formed under the laws of the State of Delaware (collectively, the "Borrowers"), the Agent and the Lenders, (as may be amended, modified, supplemented or replaced from time to time, collectively, the "Credit Agreement"), pursuant to which the Lenders agreed to make available certain credit facilities to the Grantor and the other Borrowers, for the purposes and on the terms and conditions more specifically outlined therein;

WHEREAS, the Lenders have required pursuant to the Credit Agreement that the Grantor enter into that certain Security Agreement dated as of August 19, 2016, (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") in order to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, in furtherance of its obligations under the Credit Agreement and Security Agreement, the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of the Secured Obligations (as defined in the Security Agreement), Grantor does hereby grant to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all Trade-marks (as defined in the Credit Agreement) described on Schedule 1 hereto, including all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks");
- B. all rights of the Grantor to the Trademarks; and

C. all Proceeds (as defined in the Security Agreement) and Replacements (as defined in the Security Agreement) of or to the Trademarks, including all rights thereto.

SECTION 2. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent for the benefit of the Secured Parties pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Agent and Secured Parties with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Security Document. This Agreement is a Security Document (as defined in the Credit Agreement) subject to and for the purposes of the Credit Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario located at Toronto with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Secured Parties under the laws of any other jurisdiction where Collateral (as defined in the Security Agreement) described herein may be located.


SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

**[Signatures appear on the next page.]**

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

**GRANTOR:**

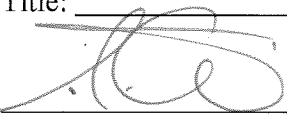
**FURLANI'S FOOD CORPORATION**

By:   
Andrew Anderson, Chief Financial  
Officer and Treasurer

Accepted and Agreed:


THE TORONTO-DOMINION BANK, as  
Agent

By:  **Krystal Reabel**  
Director  
Name: \_\_\_\_\_ National Accounts  
Title: \_\_\_\_\_

By:  **Andrew Chiodo**  
AVP, Credit  
Name: \_\_\_\_\_ National Accounts  
Title: \_\_\_\_\_

**SCHEDULE 1**

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK	APPL. NO./REG. NO.	FILING DATE	REG'N DATE	NOTES	GOODS/SERVICES
FURLANI  <b>FURLANI</b>	2439691	December 31, 1999	March 27, 2001	This trademark is included on the Supplemental Register.	Bread sticks  International Class 030 – Primary Class; U.S. Class - 046
TRATTORIA CRAFTED BY FURLANI  	4968972	November 16, 2011	May 31, 2016	This trademark is included on the Principal Register. No claim is made to the exclusive right to use TRATTORIA or CRAFTED BY apart from the trademark as shown.	Baked products, namely, breadsticks, garlic toast  International Class 030 – Primary Class; U.S. Class - 046
FARLEY HILL FARM  FARLEY HILL FARM	3238740	July 17, 2003	May 8, 2007	This trademark is included on the Principal Register.	Food products, namely, garlic spread, garlic puree, chopped garlic, seafood sauces, pasta sauces, cakes, sweet breads, garlic toast, garlic Texas toast.  International Class 030 – Primary Class; U.S. Class - 046
FARLEY HILL FARM  <b>FARLEY HILL FARM</b>	3118666	July 17, 2003	July 25, 2006	This trademark is included on the Principal Register.	Food products, namely, bread sticks, garlic bread and breads.  International Class 030 – Primary Class; U.S. Class - 046