

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413814

<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>
Pervine Foods, LLC		12/16/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank, National Association		
<b>Street Address:</b>	11 Stanwix Street, 16th Floor		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87006247	BAKED	
<b>Registration Number:</b>	4860583	FITELITE	
<b>Registration Number:</b>	4501292	FIT CRUNCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4123942555		
<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>	412-394-7767		
<b>Email:</b>	traip@clarkhill.com		
<b>Correspondent Name:</b>	Paul D. Bangor, Jr.		
<b>Address Line 1:</b>	301 Grant Street, 14th Floor		
<b>Address Line 2:</b>	One Oxford Centre		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	91005.308679		
<b>NAME OF SUBMITTER:</b>	Paul D. Bangor, Jr.		
<b>SIGNATURE:</b>	/Paul D. Bangor, Jr./		
<b>DATE SIGNED:</b>	01/26/2017		
<b>Total Attachments: 4</b> source=170126_003#page1.tif			

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## NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS

This Notice of Security Interest in U.S. Trademarks (this "Notice of Security Interest"), dated December 16, 2016, is made by Pervine Foods, LLC, a Pennsylvania limited liability company (the "Grantor") in favor of KeyBank, National Association (the "Bank").

WHEREAS, the Grantor has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among Bakery Barn, Inc., a Pennsylvania corporation ("Bakery Barn"), Pervine Foods, LLC, a Pennsylvania limited liability company ("Pervine Foods") and Terence Land Company, LLC, a Pennsylvania limited liability company ("Terence Land") (Bakery Barn, Pervine Foods and Terence Land are each individually a "Borrower" and collectively, the "Borrowers") and the Bank (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), the Borrowers are obligated to the Bank and the Borrowers have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Trademark Grant") in favor of the Bank; and

WHEREAS, pursuant to the Trademark Grant, the Grantor has mortgaged, pledged, granted and conveyed to the Bank, a first-priority security interest in and to and Lien on all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Bank of a pledge of, security interest in, and Lien on, the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that (i) the rights and remedies of the Bank with respect to the pledge of, security interest in, and Lien on, the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Grant, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest and (ii) in accordance with Paragraph 7 of the Trademark Grant, the Bank is authorized as the Grantor's attorney in fact to modify the Trademark Grant by amending Schedule B thereof to include any future Trademarks (as defined in the Trademark Grant), and Schedule B is hereby deemed modified to include the Trademarks.


The Bank's address is KeyBank, National Association, 11 Stanwix Street – 16<sup>th</sup> Floor, Pittsburgh, PA 15222.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest as of the day and year first above written, with the intention that it constitute a document under seal.

WITNESS:

Pervine Foods, LLC, a Pennsylvania limited liability company

*James W. Pevell*

By:  (SEAL)  
Name: Sean Perich  
Title: PRESIDENT

ACKNOWLEDGMENT

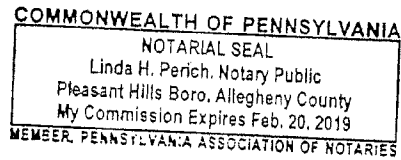
STATE/Commonwealth of Pennsylvania )  
COUNTY OF Allegheny ) SS:

On this, the 15 day of December, 2016, before me, a Notary Public, the undersigned officer, personally appeared Sean Perich who acknowledged himself/herself to be the President of Pervine Foods, LLC, a (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda H. Perich  
Notary Public

My Commission Expires:



[ACKNOWLEDGEMENT TO NOTICE OF SECURITY INTEREST]

**Schedule A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration No. or Application No.</b>	<b>Date Issued or Filed</b>
BAKED & Design	Pervine Foods, LLC	US	Appln. No. 87/006,247	04/19/2016
FITELITE	Pervine Foods, LLC	US	Reg. No. 4,860,583	11/24/2015
FIT CRUNCH	Pervine Foods, LLC	US	Reg. No. 4,501,292	03/25/2014

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