

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DAMASCUS BAKERY, INC.		12/19/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION		
<b>Street Address:</b>	499 Thornall Street		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08837		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5340754	THERE'S NO BRED LIKE HOME	
<b>Registration Number:</b>	5340753	OUR BRED YOUR IMAGINATION	
<b>Registration Number:</b>	5340745	BRED WITH A BROOKLYN ACCENT	
<b>Serial Number:</b>	87006625	56 GOLD	
<b>Serial Number:</b>	87430492	AMERICAN FLATLANDS	
<b>Registration Number:</b>	4934309	DUMBO	
<b>Registration Number:</b>	4824115	VINEGAR HILL	
<b>Registration Number:</b>	4736165	BROOKLYN BRED	
<b>Registration Number:</b>	4625765	BRED IN BROOKLYN	
<b>Registration Number:</b>	4353531	DAMASCUS	
<b>Registration Number:</b>	4265838	KEEPING WELL BEATS GETTING WELL	
<b>Registration Number:</b>	4227055	PORTION SENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	6142803582		
<b>Email:</b>	andrew.davis@wolterskluwer.com		
<b>Correspondent Name:</b>	Andrew Davis		
<b>Address Line 1:</b>	4400 Easton Commons		

TRADEMARK

<b>Address Line 4:</b>	Columbus, OHIO 43219
<b>NAME OF SUBMITTER:</b>	Andrew Davis
<b>SIGNATURE:</b>	/Andrew Davis/
<b>DATE SIGNED:</b>	12/27/2017
<b>Total Attachments: 16</b> source=Cover#page1.tif source=Cover#page2.tif source=Cover#page3.tif source=Cover#page4.tif source=Cover#page5.tif source=Cover#page6.tif source=Cover#page7.tif source=Cover#page8.tif source=Cover#page9.tif source=Cover#page10.tif source=Cover#page11.tif source=Cover#page12.tif source=Cover#page13.tif source=Cover#page14.tif source=Cover#page15.tif source=Cover#page16.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Damascus Bakery, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: New York  
 Other Limited Liability Company

Citizenship (see guidelines) New York

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 12/19/2017

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Capital One, National Association

Street Address: 499 Thornall Street

City: Edison

State: New Jersey

Country: USA                      Zip: 08837

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other National Bank Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text  
87006625, 87430492

B. Trademark Registration No.(s)  
5340754, 5340753, 5340745, 4934309, 4824115, 4736165,

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Michael A. Gallo

Internal Address: One Riverfront Plaza

Street Address: 1037 Raymond Blvd, Suite 230

City: Newark

State: NJ                      Zip: 07102-5425

Phone Number: 973-604-5676

Docket Number: \_\_\_\_\_

Email Address: gallom@whiteandwilliams.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 315

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: /Michael A. Gallo/  
Signature

12-27-2017  
Date

Michael A. Gallo

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4B (continued)

4625765, 4353531, 4265838, 4227005

TRADEMARK SECURITY AGREEMENT

dated as of December 19, 2017

by

DAMASCUS BAKERY, INC.,  
*as the Grantor*

in favor of

CAPITAL ONE, NATIONAL ASSOCIATION,  
*as the Bank*

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SCHEDULES

SCHEDULE 3(A)	REGISTERED TRADEMARKS
SCHEDULE 3(B)	SCHEDULE OF LICENSE AGREEMENTS

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, modified and/or supplemented and in effect, from time to time, this "Agreement") is made as of December 19, 2017 by DAMASCUS BAKERY, INC., a New York corporation (the "Grantor") in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, the Grantor, Damascus Bakery OPCO, LLC, Damascus Bakery NJ, LLC (collectively, the "Borrowers") and the Bank are parties to that certain Credit Agreement, dated as of December 19, 2017 (as such agreement may be amended, modified, and/or supplemented, from time to time, collectively, the "Credit Agreement"), pursuant to which the Bank has agreed to make certain credit facilities available to the Borrowers, subject to the terms and conditions of the Credit Agreement (collectively, the "Facility"); and

WHEREAS, the Bank has required, *inter alia*, and the Grantor has agreed, to execute and deliver this Agreement to secure the Obligations; and

WHEREAS, the Grantor has determined that its execution, delivery and performance of this Agreement directly benefits it and is within the corporate purposes of, and in the best interests of the Grantor.

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the agreements described hereinabove) heretofore, now or hereafter made to or for the benefit of the Borrowers by the Bank in connection with the transactions contemplated by the Credit Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Unless otherwise defined in this Agreement, all words and terms set forth and defined in the Credit Agreement and the other Loan Documents shall have the same respective meanings as set forth in the Credit Agreement and the other Loan Documents, as if fully set forth in this Agreement.

Section 2. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in this Agreement in their entirety by this reference thereto.

Section 3. Security Interest in Trademarks. To secure the prompt and complete payment when due of, and the observance and performance of, the Obligations, and to induce the Bank to make the Facility to the Borrowers, the Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Bank, for its benefit and the ratable benefit of the Bank, a security interest in all of its right, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit 3(a) of this Agreement, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

(b) all rights under or interest in any license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those license agreements listed on Schedule 3(b) of this Agreement, together with any goodwill connected with and symbolized by any such license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all materials now or hereafter owned or created by the Grantor, all tangible property embodying the Trademarks or such copyrightable materials, and all tangible property covered by the Licenses.

Section 4. Restrictions on Future Agreements. The Grantor shall not enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement and the Grantor further covenants and agrees that it shall not take any action, and it shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks or the Licenses.

Section 5. New Trademarks and Licenses. The Grantor represents and warrants that; (a) no Liens, claims or security interests in the Trademarks and Licenses have been granted by the Grantor to any Person other than the Bank. If, prior to the termination of this Agreement, the Grantor shall (x) obtain rights to any new Trademarks, registered Trademarks, or Copyright applications, (y) become



entitled to the benefit of any Trademarks, registered Trademarks, Copyright applications, Copyright licenses or renewals thereof, whether as licensee or licensor, or (z) enter into any new copyright license agreement, the provisions of this Agreement shall automatically apply thereto. The Grantor shall provide the Bank written notice of events set forth in this Section 5 promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Bank to modify this Agreement unilaterally (1) by amending Schedule 3(a) to include any future Trademarks, registered Trademarks and copyright applications and by amending Schedule 3(b) to include any future copyright and license agreements and (2) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 3(a) or Schedule 3(b) thereto, as the case may be, such future Trademarks, registered Trademarks, Copyright applications and Copyright license agreements or renewals thereof.

Section 6. Royalties. The Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses, as authorized pursuant to this Agreement in connection with the Bank's exercise of its rights and remedies under this Agreement, the Credit Agreement or the other Loan Documents shall be coexisting with the Grantor's rights thereunder and with respect thereto, if any, and without any liability for royalties or other related charges from the Bank.

Section 7. Right to Inspect; Further Assignments and Security Interests. The Bank shall have the right, from time to time, to inspect the Grantor's premises and to examine Grantor's books, records and operations, including, without limitation, the Grantor's quality control processes. The Grantor agrees that the Bank, or a conservator appointed by the Bank, shall have the right, upon the occurrence of an Event of Default, to establish such additional reasonable product quality controls as the Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks and Licenses. The Grantor agrees (a) not to sell or assign their interest in, or grant any license under, the Trademarks or Licenses, without the prior written consent of the Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without the Bank's prior express written consent; and (d) to provide the Bank, upon request, with a certificate of a Responsible Officer of the Grantor certifying the Grantor's compliance with this Section 7.

Section 8. Duties of the Grantor. The Grantor shall have the duty to: (a) prosecute diligently any copyright application included in the Trademarks, (b) make application for registration of such uncopyrighted but copyrightable material, and (c) take all reasonable and necessary action to preserve and maintain all of the Grantor's rights in the Trademarks and Licenses including, without limitation, making timely filings for renewals and extensions and diligently monitoring unauthorized use thereof. The Grantor further agrees that it shall (y) not abandon any Trademarks or Licenses without the prior written consent of the Bank, and (z) use its best efforts to maintain in full force and effect the Trademarks and the Licenses. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties.

Section 9. Event of Default. Upon the occurrence of an Event of Default, the Bank may, without notice to or consent of the Grantor and through the power of attorney granted in Section 12 of this Agreement, irrevocably execute and deliver in the Grantor's name any and all such assignments and agreements and to take any and all other actions in the Grantor's name as the Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of the Grantor in and to the Collateral to the Bank or any other Person selected by the Bank.

Section 10. Right to Sue. Upon the occurrence of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, the Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Grantor shall be obligated to, and shall, upon demand, promptly reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Agreement.

Section 11. Waiver. Failure by the Bank to exercise any right, remedy or option under this Agreement, the other Loan Documents, any other agreement or document relating to the Obligations, or as provided by Law, or any delay by the Bank in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver under this Agreement and/or the other Loan Documents shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Bank shall only be granted as provided in this Agreement or in the Loan Documents. To the extent permitted by Law, neither the Bank nor any party acting as attorney for the Bank, shall be liable for any acts or omissions or for any error of judgment or mistake of fact or Law. The rights and remedies of the Bank under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Bank may have, including, without limitation, any and all rights and remedies allowed by Law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

Section 12. The Bank Appointed Attorney-in-Fact.

(a) The Grantor hereby irrevocably constitutes and appoints the Bank, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in the Bank's discretion, to, upon the occurrence of an Event of Default, take any and all appropriate action and to execute and deliver any and all documents and instruments which the Bank, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Agreement.

(b) The Grantor hereby ratifies, to the extent permitted by Law, all that the Bank shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Agreement. The power of attorney granted pursuant to this Agreement is a power coupled with an interest and shall be irrevocable until the Obligations are indefeasibly paid and performed, in full.

(c) This power of attorney is a power coupled with an interest and shall be irrevocable until the indefeasible payment and performance, in full, of all Obligations. The powers conferred on the Bank under this Section 12 are solely to protect its interest in the Trademarks or Licenses and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Trademarks or Licenses in its possession and the accounting for moneys actually received by it under this Agreement, the Bank shall have no duty as to any Trademarks or Licenses. The Bank shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or Law including, without limitation, acts, omissions, errors or mistakes with respect to the Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the collateral in its possession if the Trademarks or Licenses are accorded treatment substantially equal to that which the Bank accords its own property, it being understood that the Bank shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademarks or Licenses, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations.

Section 13. Fees and Expenses. The Grantor shall pay, on demand, all reasonable fees and expenses of the Bank in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with Bank's exercise, preservation or enforcement of any of its rights, remedies or options under this Agreement and the Loan Documents, including, without limitation, reasonable fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any reasonable fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the Facility or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the Default Rate and be a part of the Obligations.

Section 14. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor from any provision of this Agreement, shall in any event be effective unless the same shall be affected in writing and duly executed between the Grantor and the Bank.

Section 15. Notices and Other Written Communications. All notices and other written communications hereunder shall be made in accordance with the Loan Documents. This Section 19 shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 16. Entirety. This Agreement, the other Loan Documents and the other agreements and documents relating to the Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Loan Documents, any other agreements and documents relating to the Obligations, or the transactions contemplated in this Agreement and therein.

Section 17. Other Security. To the extent that any of the Obligations are now or hereafter secured by property other than the Trademarks or Licenses (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Bank shall have the right to proceed against such other property, guarantee or endorsement and the Bank shall have the right, in its sole and absolute discretion, to determine which rights, security, liens, security interests or remedies the Bank shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or the Obligations or any of the rights of the Bank under this Agreement, under any of the other Loan Documents or under any other document relating to the Obligations.

Section 18. Credit Support Document. This Agreement is intended to act (a) as a "Credit Support Document", as such term is defined in any Swap Agreement with respect to each party and is made a part of the Schedule to such Swap Agreement, and shall include all Schedules thereto and all confirmations exchanged between the parties confirming the Transactions thereunder and (b) as a "transfer" under a swap agreement, made by or a swap participant, in connection with a swap agreement within the meaning of §546(g) of the Bankruptcy Code.

Section 19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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.

Section 20. Further Indemnification. The Grantor agrees to pay and to save the Bank harm from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales

or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any other transactions contemplated by this Agreement.

Section 21. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 22. GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(A) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREUNDER BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(B) THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW JERSEY STATE COURT SITTING IN NEWARK, NEW JERSEY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW JERSEY STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(C) THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 22(B) OF THIS AGREEMENT. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(D) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE LOAN DOCUMENTS. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 23. WAIVER OF JURY TRIAL. THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN

RESPECT OF ANY CLAIM BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THIS AGREEMENT

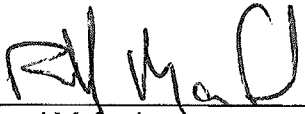
SECTION 24. SEVERABILITY. WHEREVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW. ANY PROVISION OF THIS AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, THAT, FOR ANY REASON, IN WHOLE OR IN PART, IS PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL, AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR UNENFORCEABILITY WITHOUT INVALIDATING THE REMAINING PROVISIONS OF THIS AGREEMENT (OR THE REMAINING PORTIONS OF SUCH PROVISION) OR THE APPLICATION THEREOF TO ANY OTHER PERSON OR CIRCUMSTANCE, AND ANY SUCH PROHIBITION OR UNENFORCEABILITY IN ANY JURISDICTION SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION (OR PORTION THEREOF) OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IN ANY OTHER JURISDICTION.

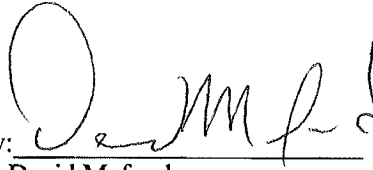
SECTION 25. WAIVER OF BOND. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to have been duly executed and delivered, all as of the date first above written.

DAMASCUS BAKERY, INC.

By:   
Edward Mafoud  
President

By:   
David Mafoud  
Vice President

Schedule 3(a)

Registered Trademarks

<b>MARK</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>
THERE'S NO BRED LIKE HOME	Reg. 5,340,754	11/21/2017
OUR BRED YOUR IMAGINATION	Reg. 5,340,753	11/21/2017
BRED WITH A BROOKLYN ACCENT	Reg. 5,340,745	11/21/2017
56 GOLD	App. 87/006,625	9/27/2016
AMERICAN FLATLANDS	App. 87/430,492	4/28/2017
DUMBO	Reg. 4,934,309	4/5/2016
VINEGAR HILL	Reg. 4,824,115	9/29/2015
BROOKLYN BRED	Reg. 4,736,165	5/12/2015
BRED IN BROOKLYN	Reg. 4,625,765	10/21/2014
DAMASCUS	Reg. 4,353,531	6/18/2013
KEEPING WELL BEATS GETTING WELL	Reg. 4,265,838	12/25/2012
PORTION SENSE	Reg. 4,227,055	10/16/2012

Schedule 3(b)

License Agreements

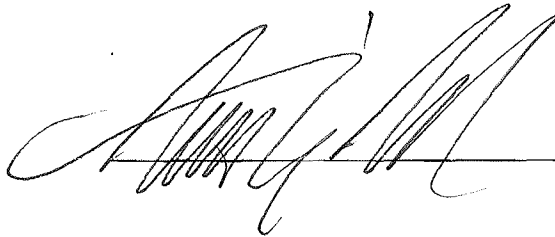
None





STATE OF NEW JERSEY     }  
  } ss:  
COUNTY OF ESSEX         }

BE IT REMEMBERED, that on this 19<sup>th</sup> day of December, 2017, before me, the subscriber, an officer duly authorized to take acknowledgments for use in the State of New Jersey, personally appeared David Mafoud, who I am satisfied, is the person who executed the within Instrument as the Vice President of Damascus Bakery, Inc., the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said corporation and delivered by him as such officer, is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.



TIMOTHY M. RIZK  
NOTARY PUBLIC OF NEW JERSEY  
ID # 50018977  
My Commission Expires 7/13/2020

Notary Public