

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456723

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|--|--------------------------------|--|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Collateral Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bellissimo Foods Company, LLC | | 01/03/2018 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Agent | | |
| Street Address: | 115 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3730270 | ALTISSIMA QUALITA | |
| Registration Number: | 2596426 | BELLISSIMA | |
| Registration Number: | 3231254 | BELLISSIMO | |
| Registration Number: | 5012764 | BELLISSIMO | |
| Registration Number: | 5353775 | B BELLISSIMO SELECT BELLISSIMO FOODS DEL | |
| Registration Number: | 2606084 | BUONISSIMO | |
| Registration Number: | 5027232 | QUALITY DISPOSABLE PRODUCTS | |
| Registration Number: | 2576426 | SPENDIDA | |
| Registration Number: | 2901674 | TESORO DEL SOL | |
| Registration Number: | 2219739 | THE WISCONSIN ADVANTAGE | |
| Registration Number: | 3495484 | TOLIBIA | |
| Registration Number: | 2213497 | VANTAGGIO | |
| Registration Number: | 5012763 | VANTAGGIO | |
| Registration Number: | 2874746 | VANTAGGIO D'ORO | |
| Registration Number: | 5233831 | UNCLE PETE'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

OP \$390.00 3730270

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: emily.klump@clarivate.com
Correspondent Name: Nancy A. Zarazua
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Emily Klump |
| SIGNATURE: | /Emily Klump/ |
| DATE SIGNED: | 01/03/2018 |

Total Attachments: 6

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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):

Bellissimo Foods Company, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC - Texas
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 3, 2018

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal , as Agent

Street Address: 115 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

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 _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

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: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved:

15

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua for Chapman and Cutler LLP

January 3, 2018

Signature

Date

Nancy A. Zarazua, Paralegal

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

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

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of January, 2018, Bellissimo Foods Company, LLC, a Texas limited liability company ("*Debtor*"), with its principal place of business and mailing address at 1777 Botelho Drive, Walnut Creek, CA 94596, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of January 3, 2017, by and among Debtor and the other parties to such Security Agreement signing as "*Debtors*" thereto, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

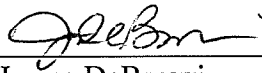
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELLISSIMO FOODS COMPANY, LLC

By 
Name: James DeBruzzi
Title: Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELLISSIMO FOODS COMPANY, LLC

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

U.S. FEDERAL TRADEMARK REGISTRATIONS

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|---|------------------------|-------------------------|-------------------------|--------------------------|
| ALTISSIMA QUALITA | 77772665 | July 1, 2009 | 3,730,270 | December 22, 2009 |
| BELLISSIMA | 74547345 | July 8, 1994 | 2,596,426 | July 23, 2002 |
| BELLISSIMO | 78651594 | June 15, 2005 | 3,231,254 | April 17, 2007 |
| BELLISSIMO (& Design) | 86855456 | December 21, 2015 | 5,012,764 | August 2, 2016 |
| B BELLISSIMO SELECT BELLISSIMO FOODS DELIVERING AUTHENTIC ITALIAN (& Design) | 87324412 | February 3, 2017 | 5353775 | December 12, 2017 |
| BUONISSIMO | 75733698 | June 22, 1999 | 2,606,084 | August 6, 2002 |
| QUALITY DISPOSABLE PRODUCTS (& Design) | 86916353 | February 23, 2016 | 5,027,232 | August 23, 2016 |
| SPENDIDA | 75558792 | September 22, 1998 | 2,576,426 | June 4, 2002 |
| TESORO DEL SOL | 78274309 | July 15, 2003 | 2,901,674 | November 9, 2004 |
| THE WISCONSIN ADVANTAGE | 75361335 | September 23, 1997 | 2,219,739 | January 19, 1999 |
| TOLIBIA | 77382137 | January 28, 2008 | 3,495,484 | September 2, 2008 |
| UNCLE PETE'S | 87080296 | June 22, 2016 | 5,233,831 | June 27, 2017 |
| VANTAGGIO | 75361334 | September 23, 1997 | 2,213,497 | December 22, 1998 |
| VANTAGGIO (& Design) | 86855453 | December 21, 2015 | 5,012,763 | August 2, 2016 |
| VANTAGGIO D'ORO | 78274306 | July 15, 2003 | 2,874,746 | August 17, 2004 |