

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baggallini, Inc.		08/02/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85145701	BAGGALLINI	
Serial Number:	78164568	BAGGALLINI	
Serial Number:	87671445	BAGGALLINI	
Serial Number:	85592522	BAGGALLINI	
Serial Number:	85978369	BAGGALLINI	
Serial Number:	85478962	BAGGALLINI	
Serial Number:	87960305	BG BY BAGGALLINI	
Serial Number:	87671432	BG	
Serial Number:	85492780	BG	
Serial Number:	85978370	BG	
Serial Number:	86435678	LE BAGG	
Serial Number:	85978368	ORDER IS BEAUTIFUL	
Serial Number:	87732517	SECURTEX	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
Phone:	2155695619		

OP \$340.00 85145701

Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18051

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 09/14/2018

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of August 2, 2018, by **BAGGALLINI, INC.**, an Ohio corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain secured parties (“Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Grantor, the other Loan Parties party thereto, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Credit Agreement”), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Security Agreement”), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

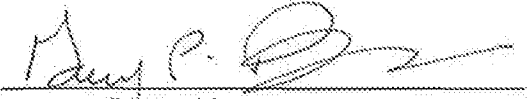
4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

5. AMENDMENT AND RESTATEMENT. This Agreement amends and restates, and shall supersede and replace, in its entirety, that certain Trademark Security Agreement, dated September 3, 2014 by Grantor in favor of Agent.

[Signature Pages Follow]

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

BAGGALLINI, INC.

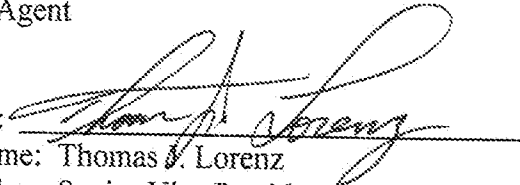
By: 
Name: Gary Binkoski
Title: Treasurer

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006466 FRAME: 0077





ACCEPTED AND ACKNOWLEDGED BY:



PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas Lorenz
Title: Senior Vice President


Schedule A

1. Trademark Applications and Registrations of Baggallini, Inc.

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
BAGGALLINI	Australia	1135917	6/29/2012	1527216	6/29/2012	09, 18
BAGGALLINI	Australia	1058538	6/2/2005	1058538	1/9/2006	18
BAGGALLINI	Canada	1262890	6/28/2005	TMA676378	11/6/2006	
BAGGALLINI	Canada	1262890-1	9/27/2012	TMA676378	11/6/2006	
BG Stylized 	Canada	1746313	9/16/2015	TMA961632	2/1/2017	18, 35
BAGGALLINI	China	4987448	11/7/2005	4987448	5/28/2009	18
BAGGALLINI	China	1135917	6/29/2012	1135917	6/29/2012	09, 18
BAGGALLINI	China	15315869	9/10/2014	15315869	10/21/2015	25
BAGGALLINI and Design 	China	4987449	11/7/2005	4987449	5/28/2009	18
BG Stylized 	China	20305402	6/15/2016			18
BAGGALLINI	European Union	1135917	6/29/2012	1135917	4/9/2012	09, 18
BAGGALLINI	European Union			1001991	4/30/2009	18
BG Stylized 	European Union	14587687	9/23/2015	14587687	3/1/2016	14, 18, 35

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
BAGGALLINI	Hong Kong	302328570	7/27/2012	302328570	7/27/2012	09, 18
BAGGALLINI	Hong Kong	300433881	6/6/2005	300433881	6/6/2005	18
BAGGALLINI	India	2347383	6/13/2012	2347383	6/13/2012	09, 18
BAGGALLINI	Int'l Registration		4/30/2009	1001991	4/30/2009	18
BAGGALLINI	Int'l Registration	A0030593	6/29/2012	1135917	6/29/2012	09, 18
BAGGALLINI	Japan	1135917	6/29/2012	1135917	6/29/2012	09, 18
BAGGALLINI	Japan	2005-049225	6/2/2005	4922584	1/20/2006	09, 18
BG Stylized 	Japan	134635/2017	10/11/2017			09, 18
BAGGALLINI	Korea Republic of	40-2005-0025690	6/7/2005	400661883	5/11/2006	09, 18
BAGGALLINI	Korea Republic of	1135917	6/29/2012	1135917	12/6/2013	09, 18
BG Stylized 	Korea Republic of	45-2015-0007373	8/11/2015	45-0066374	7/11/2016	18, 35
BAGGALLINI	Mexico	1290551	7/10/2012	1387038	8/23/2013	09
BAGGALLINI	Mexico	1290553	7/10/2012	1370363	5/24/2013	18
BAGGALLINI	Russian Federation	1135917	6/29/2012	1135917	6/29/2012	09, 18
BAGGALLINI	Singapore	1135917	6/29/2012	T1217788F	6/27/2013	09, 18
BAGGALLINI	Taiwan	094026192	6/2/2005	01199351	3/1/2006	09, 18
BAGGALLINI	Taiwan	101040208	7/18/2012	1590090	7/16/2013	09, 18
BAGGALLINI	Turkey	1135917	6/29/2012	1135917	6/29/2012	09, 18
BAGGALLINI	USA	85/145701	10/5/2010	3970285	5/31/2011	35
BAGGALLINI	USA	78/164568	9/16/2002	2736830	7/15/2003	18
BAGGALLINI	USA	87/671445	11/3/2017			25
BAGGALLINI [base app for IR 1135917]	USA	85/592522	4/9/2012	4369670	7/16/2013	09, 18

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
BAGGALLINI Stylized 	USA	85/978369	11/22/2011	4299425	3/5/2013	18
BAGGALLINI Stylized 	USA	85/478962	11/22/2011	4689003	2/17/2015	35
BG BY BAGGALLINI	USA	87/960305	6/13/2018			18
BG Stylized 	USA	87/671432	11/3/2017			25
BG Stylized 	USA	85/492780	12/12/2011	4700109	3/10/2015	35
BG Stylized 	USA	85/978370	12/12/2011	4302893	3/12/2013	18
LE BAGG	USA	86/435678	10/27/2014			18
ORDER IS BEAUTIFUL	USA	85/978368	11/22/2011	4299424	3/5/2013	18
SECURTEX	USA	87/732517	12/22/2017			18

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class
MOSEY	Australia	1561497	6/6/2013	1561497	6/6/2013	09, 16, 18
MOSEY	Canada	1463894	12/22/2009	TMA797143	5/10/2011	
MOSEY	China	9336195	4/13/2011	9336195	7/14/2012	18
MOSEY and Chinese characters 	China	7932447	12/21/2009	7932447	9/7/2011	18
MOSEY	European Union	008772014	12/21/2009	8772014	6/15/2010	09, 18
MOSEY	Japan	2010-001218	1/12/2010	5335235	7/2/2010	18
MOSEY	Singapore	T1112161E	9/2/2011	T1112161E	7/31/2014	18