

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497935

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900471097 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| R.L.E. Corp. | | 09/14/2018 | Corporation: NEW YORK |
| 1501 Broad Street Corp. | | 09/14/2018 | Corporation: NEW YORK |
| Restaurant Equipment Equipment Corp. | | 09/14/2018 | Corporation: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Berkshire Bank |
| Street Address: | 386 Main Street |
| City: | Worcester |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01608 |
| Entity Type: | Massachusetts Banking Corporation: MASSACHUSETTS |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 2000740 | CORA |
| Registration Number: | 2002352 | CORA |
| Registration Number: | 2058608 | CASA BRAND |
| Registration Number: | 3859176 | CASALE |
| Registration Number: | 4514835 | CASALE |
| Registration Number: | 4206391 | CASALE |
| Registration Number: | 2934180 | CASALE |
| Registration Number: | 4086073 | PERFETTA MEATS |
| Registration Number: | 4086074 | PERFETTA PERFETTA MEATS |

CORRESPONDENCE DATA

Fax Number: 5089836399

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.

Phone: 508-791-8500

Email: trademarks@mirickoconnell.com

Correspondent Name: David E. Surprenant, Esq.

TRADEMARK

Address Line 1: 100 Front Street
Address Line 2: Mirick O'Connell
Address Line 4: Worcester, MASSACHUSETTS 01608

ATTORNEY DOCKET NUMBER: 24074-12

NAME OF SUBMITTER: David E. Surprenant

SIGNATURE: /David E. Surprenant/

DATE SIGNED: 11/13/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of September, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BERKSHIRE BANK**, a Massachusetts banking corporation having an office at 386 Main Street, Worcester, Massachusetts 01608 (its successors, assigns and any future holder or holders of this instrument collectively, the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement", by and among **R.L.E. CORP.**, a New York corporation with its principal place of business at 1301 Broad Street, Utica, New York 13501 ("RLE"), **1501 BROAD STREET CORP.**, a New York corporation with its principal place of business at 1301 Broad Street, Utica, New York 13501 ("1501 Broad") and **RESTAURANT EQUIPMENT EQUIPMENT CORP.**, a New York corporation with its principal place of business at 1301 Broad Street, Utica, New York 13501 ("Equipment Corp." and together with RLE and 1501 Broad, the "Borrower") and the Bank, the Bank has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, Bank is willing to make the financial accommodations to the Borrower as provided for in the Loan Agreement and the Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Bank, for the benefit of the Bank, the Security Agreements of even date herewith granted by each Borrower to the Bank; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement in favor of the Bank.

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

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Bank, for the benefit of Bank, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks referred to on Schedule I (collectively, the "Trademarks");

(b) all of its licenses or other rights with respect to trademarks owned or controlled by any other Person to which it is a party and referred to on Schedule I (collectively, the “Trademark Intellectual Property Licenses”);

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds (as that term is defined in Article 9 of the Massachusetts Uniform Commercial Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Bank, whether or not they are unenforceable or not allowable due to the insolvency of any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the liens and security interests granted to the Bank pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and a Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize the Bank to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile, email, or other electronic method of transmission shall be

equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile, email, or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW, CONSENT TO JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE.

[SIGNATURE PAGE FOLLOWS]

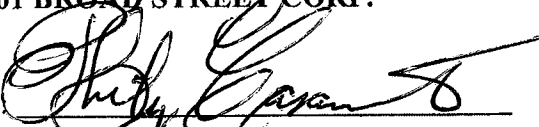
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

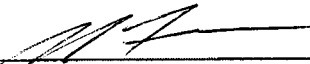
R.L.E. CORP

By: 
Name: Filippo Casamento
Title: Secretary/Treasurer

1501 BROAD STREET CORP.

By: 
Name: Filippo Casamento
Title: Secretary/Treasurer


**RESTAURANT EQUIPMENT
EQUIPMENT CORP.**

By: 
Name: Michele Fornino
Title: President

BANK:

**ACCEPTED AND ACKNOWLEDGED
BY:**

BERKSHIRE BANK

By: 
Name: Kevin Barton
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Owner | Country | Mark | Application/ Registration No. | App/Reg Date |
|--------------|----------------|---|--|---------------------|
| R.L.E. Corp. | United States | Cora | 2,000,740 | 9/17/96 |
| R.L.E. Corp. | United States | Cora Design | 2,002,352 | 9/24/96 |
| R.L.E. Corp. | United States | Casa Brand and Design | 2,058,608 | 5/6/97 |
| R.L.E. Corp. | United States | Casale | 3,859,176 | 10/12/10 |
| R.L.E. Corp. | United States | Casale | 4,514,835 | 4/15/14 |
| R.L.E. Corp. | United States | Casale | 4,206,391 | 9/11/12 |
| R.L.E. Corp. | United States | Casale | 2,934,180 | 3/15/05 |
| R.L.E. Corp. | United States | Perfetta Meats | 4,086,073 | 1/17/12 |
| R.L.E. Corp. | United States | Perfetta Meats (with chef design) | 4,086,074 | 1/17/12 |

Trademark Licenses

[To be listed, if any]