

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499422

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|--|
| Clover USA, LLC | | 11/25/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent |
| Street Address: | 245 Park Avenue |
| Internal Address: | 44th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10167 |
| Entity Type: | Corporation: MARYLAND |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 2853302 | ALLSTARS |
| Registration Number: | 4514527 | AUNT BEA'S |
| Registration Number: | 2974035 | BISTRO TO-GO |
| Registration Number: | 3796046 | BREAKFAST STACKERS |
| Registration Number: | 3049989 | DELI PRIDE |
| Registration Number: | 4514528 | |
| Registration Number: | 2556006 | HANDI-BAKES |
| Registration Number: | 5325796 | LETTIERI'S |
| Registration Number: | 2915735 | LETTIERI'S |
| Registration Number: | 3568233 | LETTIERI'S |
| Registration Number: | 5366523 | LETTIERI'S FAMIGLIA CUCINA |
| Registration Number: | 3606650 | LETTIERI'S FOOD TO GO |
| Registration Number: | 3606913 | LETTIERI'S FOOD TO GO |
| Registration Number: | 3606639 | LETTIERI'S FOOD TO GO |
| Registration Number: | 3606908 | LETTIERI'S FOOD TO GO |
| Registration Number: | 4227025 | LETTIERI'S GOOD STUFFZ |

OP \$665.00 2853302

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 2579293 | MARKETFARE |
| Registration Number: | 3082334 | OLD SANTA FE |
| Registration Number: | 5079653 | PEACOCK FOODS |
| Registration Number: | 0961608 | SMILEYS |
| Registration Number: | 2570579 | SONRITOS |
| Registration Number: | 4653868 | STACKER SQUARES |
| Registration Number: | 2765914 | STUFFED BAGUETTE |
| Registration Number: | 3478402 | STUFFED BREAD STIX |
| Registration Number: | 3794834 | TRAVELER'S CAFE |
| Registration Number: | 2928391 | WRAP-DOGS! |

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1017960 TM 2 |
| NAME OF SUBMITTER: | Jonathan Larson |
| SIGNATURE: | /Jonathan Larson/ |
| DATE SIGNED: | 11/26/2018 |

Total Attachments: 9

- source=FILE SECOND - Second Lien Trademark Security Agreement (Clover USA, LLC)#page6.tif
- source=FILE SECOND - Second Lien Trademark Security Agreement (Clover USA, LLC)#page7.tif
- source=FILE SECOND - Second Lien Trademark Security Agreement (Clover USA, LLC)#page8.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of November 25, 2018, is made by Clover USA, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of ARES CAPITAL CORPORATION, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of November 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

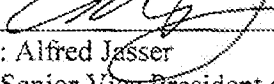
SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

CLOVER USA, LLC

By: 
Name: Alfred Jasser
Title: Senior Vice President and Chief Financial Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

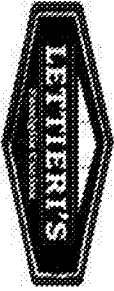

Accepted and Agreed:


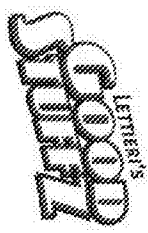
ARES CAPITAL CORPORATION, as Collateral Agent

By: Michael L. Smith
Name: Michael L. Smith
Title: Authorized Signatory



SCHEDULE A

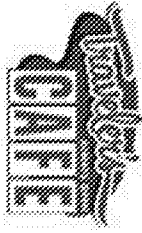
| <u>Owner</u> | <u>Mark</u> | <u>Jurisdiction</u> | <u>Serial No.</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------|---|----------------------|-------------------|--------------------------|-------------------------|--------------------------|
| Clover USA, LLC | <u>ALLSTARS</u> | <u>United States</u> | <u>76535067</u> | <u>6-August-2003</u> | <u>2853302</u> | <u>6/15/2004</u> |
| Clover USA, LLC | <u>AUNT BEANS</u> | <u>United States</u> | <u>86061280</u> | <u>11-September-2013</u> | <u>4514527</u> | <u>4/15/2014</u> |
| Clover USA, LLC | <u>BISTRO TO-GO</u> | <u>United States</u> | <u>78318980</u> | <u>27-October-2003</u> | <u>2974035</u> | <u>7/19/2005</u> |
| Clover USA, LLC | <u>BREAKFAST STACKERS</u> | <u>United States</u> | <u>77237046</u> | <u>24-July-2007</u> | <u>3796046</u> | <u>6/1/2010</u> |
| Clover USA, LLC | <u>DELL PRIDE</u> | <u>United States</u> | <u>78531539</u> | <u>13-December-2004</u> | <u>3049989</u> | <u>1/24/2006</u> |
| Clover USA, LLC | <u>Design of Lady in Apron</u>  | <u>United States</u> | <u>86061283</u> | <u>11-September-2013</u> | <u>4514528</u> | <u>4/15/2014</u> |
| Clover USA, LLC | <u>HANDI-BAKES</u> | <u>United States</u> | <u>76303821</u> | <u>23-August-2001</u> | <u>2556006</u> | <u>4/2/2002</u> |
| Clover USA, LLC | <u>LETTIERI'S</u> | <u>United States</u> | <u>87330404</u> | <u>9-February-2017</u> | <u>5325796</u> | <u>10/31/2017</u> |
| Clover USA, LLC | <u>LETTIERI'S</u> | <u>United States</u> | <u>76541270</u> | <u>19-August-2003</u> | <u>2915735</u> | <u>1/4/2005</u> |
| Clover USA, LLC | <u>LETTIERI'S</u> | <u>United States</u> | <u>77203111</u> | <u>11-June-2007</u> | <u>3568233</u> | <u>1/27/2009</u> |

| Owner | Mark | Jurisdiction | Serial No. | Application Date | Registration No. | Registration Date |
|-----------------|---|---------------|------------|---------------------|------------------|-------------------|
| Clover USA, LLC | LETTIERI'S FAMIGLIA CUCINA (Stylized and/or Design) | United States | 87976264 | 9-February- 2017 | 5366523 | 12/26/2017 |
| |  | | | | | |
| Clover USA, LLC | LETTIERI'S FOOD TO GO | United States | 77203120 | 11-June-2007 | 3606650 | 4/14/2009 |
| Clover USA, LLC | LETTIERI'S FOOD TO GO | United States | 77311771 | 24-October- 2007 | 3606913 | 4/14/2009 |
| Clover USA, LLC | LETTIERI'S FOOD TO GO logo | United States | 77199504 | 6-June-2007 | 3606639 | 4/14/2009 |
| |  | | | | | |

| Owner | Mark | Jurisdiction | Serial No. | Application Date | Registration No. | Registration Date |
|-----------------|---|---------------|------------|------------------|------------------|-------------------|
| Clover USA, LLC | LETTIERI'S FOOD TO GO logo | United States | 77309980 | 22-October-2007 | 3606908 | 4/14/2009 |
| |  | | | | | |
| Clover USA, LLC | LETTIERI'S GOOD STUPEZ | United States | 85373926 | 18-July-2011 | 4227025 | 10/16/2012 |
| |  | | | | | |
| Clover USA, LLC | MARKETFARE | United States | 75716205 | 27-May-1999 | 2579293 | 6/11/2002 |
| Clover USA, LLC | OLD SANTA FE | United States | 78613465 | 21-April-2005 | 3082334 | 4/18/2006 |
| Clover USA, LLC | PEACOCK FOODS | United States | 86865313 | 5-January-2016 | 5079653 | 11/8/2016 |
| Clover USA, LLC | SMILEYS | United States | 72405413 | 18-October-1971 | 0961608 | 6/19/1973 |
| Clover USA, LLC | SONRITOS | United States | 75639925 | 12-February-1999 | 2570579 | 5/21/2002 |
| Clover USA, LLC | STACKER SQUARES | United States | 86036678 | 13-August-2013 | 4653868 | 12/9/2014 |
| Clover USA, LLC | STUPPED BAGUETTE | United States | 76439041 | 09-August-2002 | 2765914 | 9/16/2003 |
| Clover USA, LLC | STUPPED BREAD STIX | United States | 77262491 | 23-August-2007 | 3478402 | 7/29/2008 |
| Clover USA, LLC | TRAVELER'S CAFÉ | United States | 77771310 | 30-June-2009 | 3794834 | 5/25/2010 |

Schedule A
to Trademark Security Agreement

| Owner | Mark | Jurisdiction | Serial No. | Application Date | Registration No. | Registration Date |
|-----------------|---|----------------------|---|-------------------------|------------------|-------------------|
| Clover USA, LLC | <u>WRAP-DOGS</u> | <u>United States</u> | <u>76566732</u> | <u>15-December-2003</u> | <u>2928391</u> | <u>2/22/2005</u> |
| Clover USA, LLC | <u>BISTRO TO GO</u> | <u>United States</u> | Trademark Pending: Application No. <u>87/329,761</u> | <u>9-February-2017</u> | | |
| Clover USA, LLC | <u>LETTIERI'S FAMIGLIA CUCINA logo</u>  | <u>United States</u> | Trademark Pending: Application No. <u>87/330,414</u> | <u>9-February-2017</u> | | |
| Clover USA, LLC | <u>LETTIERI'S BISTRO TO GO logo</u>  | <u>United States</u> | Trademark Pending: Application No. <u>87/329,772</u> | <u>9-February-2017</u> | | |
| Clover USA, LLC | <u>TRAVELER'S CAFE</u> | <u>United States</u> | Trademark Pending: Application No. <u>87/329,818</u> | <u>9-February-2017</u> | | |

| Owner | Mark | Jurisdiction | Serial No. | Application Date | Registration No. | Registration Date |
|-----------------|--|---------------|--|------------------|------------------|-------------------|
| Clover USA, LLC | TRAVELER'S CAFE ALWAYS OPEN logo  | United States | Trademark Pending: Application No. 87/329,825 | 9-February-2017 | | |