

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albert Uster Imports, Inc.		02/22/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	245 Park Avenue, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88202372	MASSA	
Serial Number:	88202380	ICESCAPE FROM FROZEN TO FABULOUS	
Serial Number:	88202393	HERITAGE TARTLETS	
Serial Number:	88202397	HERITAGE TARTLETS	
Serial Number:	87741793	CHEFWEB AUI RECIPE & BUSINESS SOLUTIONS	
Serial Number:	88202384	REGAL SHELLS	
Serial Number:	88202389	REGAL SHELLS	
Serial Number:	86804805	GOLD LEAF GOURMET	
Serial Number:	86804899	GOLD LEAF GOURMET	
Serial Number:	86782008	PASTRY BY POST	
Serial Number:	86782068	PASTRY BY POST	
Serial Number:	85514647	AUI FINE FOODS	
Serial Number:	85501975	FINE FOODS. INSPIRED SERVICE	
Serial Number:	85471400	FONDART	
Serial Number:	77571853	SWEETCHARITY CHANGING LIVES, ONE CHILD A	
Serial Number:	74588962	ALBERT USTER IMPORTS INC.	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: 2029567685
Email: carrierr@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Rita M. Carrier
Address Line 1: 1700 New York Avenue, N.W., Suite 700
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, D.C. 20006-5215

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	02/26/2019

Total Attachments: 4
source=SC1-#4876503-ver1-Roland - Trademark Security Agreement (Albert Uster Imports, Inc.) (Executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 22, 2019 by ALBERT USTER IMPORTS, INC., a Maryland corporation ("Grantor"), in favor of OWL ROCK CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June 29, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Notwithstanding anything herein to the contrary, the Liens granted to Administrative Agent under this Trademark Security Agreement and the exercise of the rights and remedies of Administrative Agent thereunder and under any other Security Instrument are subject to the terms, conditions and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement or any First Lien Debt Document, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, Administrative Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of Administrative Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement.

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

ALBERT USTER IMPORTS, INC.

By: 

Name: James D. Wagner

Title: President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
MASSA	88202372	11/21/18	N/A	N/A
ICESCAPE FROM FROZEN TO FABULOUS	88202380	11/21/18	N/A	N/A
HERITAGE TARTLETS	88202393	11/21/18	N/A	N/A
HERITAGE TARTLETS	88202397	11/21/18	N/A	N/A
CHEFWEB AUI RECIPE & BUSINESS SOLUTIONS	87741793	1/3/18	N/A	N/A
REGAL SHELLS	88202384	11/21/18	N/A	N/A
REGAL SHELLS	88202389	11/21/17	N/A	N/A
GOLD LEAF GOURMET	86804805	10/30/15	5051541	9/27/16
GOLD LEAF GOURMET	86804899	10/30/15	5098624	12/13/16
PASTRY BY POST	86782008	10/8/15	5051523	9/27/16
PASTRY BY POST	86782068	10/8/15	5098456	12/13/16
AUI FINE FOODS	85514647	1/12/12	4667911	1/6/15
FINE FOODS. INSPIRED SERVICE	85501975	12/22/11	4656583	12/16/14
FONDART	85471400	11/14/11	4299027	3/5/13
SWEETCHARITY CHANGING LIVES, ONE CHILD AT A TIME	77571853	9/17/08	3801661	6/15/10
ALBERT USTER IMPORTS INC.	74588962	10/21/94	1940842	12/12/95