

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deiorio Foods, Inc.		07/18/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siguler Guff Small Business Credit Opportunities Fund, LP		
<b>Street Address:</b>	200 Park Avenue, 23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5156747	BETZ BOYS	
<b>Registration Number:</b>	4980074	BETZIO'S	
<b>Registration Number:</b>	4882918	VALORE	
<b>Registration Number:</b>	2815829	DE IORIO'S	
<b>Registration Number:</b>	2753174	THIS LABEL MEANS QUALITY ON THE TABLE	
<b>Registration Number:</b>	3857524	MAKING DOUGH FOR YOU	
<b>Registration Number:</b>	2262246	DE IORIO'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172459493		
<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>			
<b>Phone:</b>	(617) 951-7000		
<b>Email:</b>	maryjane.dipalma@ropesgray.com		
<b>Correspondent Name:</b>	Ropes & Gray LLP		
<b>Address Line 1:</b>	Prudential Tower 800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	SGCH-207-026		
<b>NAME OF SUBMITTER:</b>	Mary Jane DiPalma		
<b>SIGNATURE:</b>	/ Mary Jane DiPalma /		

CH \$190.00 5156747

<b>DATE SIGNED:</b>	07/22/2019
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**Total Attachments: 5**

- source=Delorio (Siguler) - TM Security Agreement - Executed - July-18-2019#page1.tif
- source=Delorio (Siguler) - TM Security Agreement - Executed - July-18-2019#page2.tif
- source=Delorio (Siguler) - TM Security Agreement - Executed - July-18-2019#page3.tif
- source=Delorio (Siguler) - TM Security Agreement - Executed - July-18-2019#page4.tif
- source=Delorio (Siguler) - TM Security Agreement - Executed - July-18-2019#page5.tif

## TRADEMARK SECURITY AGREEMENT

July 18, 2019

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of the date hereof, by and among **DEIORIO FOODS, INC.**, a New York corporation ("Grantor") and **SIGULER GUFF SMALL BUSINESS CREDIT OPPORTUNITIES FUND, LP**, in its capacity as the Secured Party (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantor is party to a Security Agreement, dated as of the date hereof (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Secured Party pursuant to which Grantor granted to the Secured Party a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Party, to enter into the Security Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower under a related credit agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Party a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated 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 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

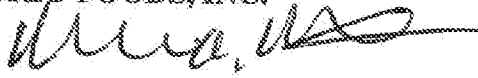
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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

DEIORIO FOODS, INC.

By: 

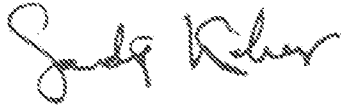
Name: Donald H. Beuchamp

Title: Assistant Vice President

Accepted and Agreed:

**SIGULER GUFF SMALL BUSINESS  
CREDIT OPPORTUNITIES FUND, LP**  
as Collateral Agent

By: Siguler Guff SBCOF GP, LLC as General Partner



By: \_\_\_\_\_  
Name: Sandip Kakar  
Title: Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Filing Date</u>	<u>Registration Date</u>
DeLorrio's Foods, Inc.	Betz Boys	USA	86611173	5156747	April 27, 2015	March 7, 2017
DeLorrio's Foods, Inc.	Betzio's	USA	86611165	4980074	April 27, 2015 (effective filing date: April 8, 2016)	June 14, 2016
DeLorrio's Foods, Inc.	Valore	USA	66472913	4882918	December 5, 2014	January 5, 2015
DeLorrio's Foods, Inc.		USA	78169774	2815829	October 1, 2002	February 17, 2004
DeLorrio's Foods, Inc.	This Label Means Quality on the Table 	USA	78169756	2753174	October 1, 2002	August 19, 2003
DeLorrio's Foods, Inc.	Making Dough For You	USA	77624668	3857534	December 2, 2008	October 5, 2010
Tast-i-Twist		USA	75376954	2262246	October 21, 1997	July 20, 1999