

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM543183

<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>
PNC Bank, National Association		09/27/2019	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPSTONE CAPITAL GROUP, LLC		
<b>Street Address:</b>	810 Seventh Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CAPSTONE CREDIT, LLC		
<b>Street Address:</b>	810 Seventh Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86606542	JUNO CHEFS	
<b>Serial Number:</b>	86597363	MRS. VEGGIES	
<b>Serial Number:</b>	86587038	JET CHEF	
<b>Serial Number:</b>	86578225	NO FORKS REQUIRED	
<b>Serial Number:</b>	86575044	KOSHAIR CUISINE	
<b>Serial Number:</b>	86558278	MILMAR FOOD GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026288844		
<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>	202-624-2500		
<b>Email:</b>	afield@crowell.com		
<b>Correspondent Name:</b>	CROWELL & MORING LLP		

TRADEMARK

<b>Address Line 1:</b>	P.O. BOX 14300
<b>Address Line 4:</b>	WASHINGTON, D.C. 20044-4300

<b>ATTORNEY DOCKET NUMBER:</b>	116783.0000001
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<b>NAME OF SUBMITTER:</b>	Alison J. Field
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<b>SIGNATURE:</b>	/Alison J. Field/
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<b>DATE SIGNED:</b>	09/30/2019
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**Total Attachments: 12**

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# General Assignment



**THIS GENERAL ASSIGNMENT** (this “Assignment”) is made as of September 27, 2019 by **PNC Bank, National Association** (“Assignor”), to **CAPSTONE CAPITAL GROUP, LLC**, a Delaware limited liability company, and **CAPSTONE CREDIT, LLC**, a Delaware limited liability company (together, “Assignee”).

## RECITALS

A. Assignor and Assignee are parties to that certain Loan Sale Agreement of even date herewith (the “**Loan Sale Agreement**”). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Loan Sale Agreement.

B. Pursuant to the Loan Sale Agreement, Assignor agreed to sell to Assignee the Loans and the Loan Documents listed on Schedule 1 attached to the Loan Sale Agreement.

C. This Assignment is being delivered by Assignor to Assignee in accordance with and subject to the terms of the Loan Sale Agreement to effect the assignment contemplated thereby.

## ASSIGNMENT

NOW, THEREFORE, in consideration of the receipt by Assignor of the payment of the Purchase Price, as provided in the Loan Sale Agreement, Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor, together with all payment and performance obligations of Assignor, in and to the Loans and the Loan Documents set forth on Schedule 1 attached hereto.

Subject to the terms of the Loan Sale Agreement, Assignee hereby assumes any and all of Assignor’s obligations and liabilities under or with respect to the Loans and the Loan Documents including, without limitation, (a) any obligation now existing or hereafter arising to make advances under any of the Loans, and (b) any and all of Assignor’s other performance obligations now existing or hereafter arising under the Loan Documents.

Except as expressly set forth in Section 6 of the Loan Sale Agreement, neither Assignor nor any of its officers, directors, employees or agents makes any representations or warranties to Assignee or any of its officers, directors, managers, employees or agents, express or implied, in connection with the sale of the Loans and the Loan Documents, this Assignment, or the transactions described in this Assignment or with respect to any Obligor including, without limitation, those regarding, concerning or pertaining to: (i) the validity or enforceability of the Loan Documents; (ii) the collectability of any Loan; (iii) the financial condition of any Obligor; (iv) the existence or nature of any collateral securing any Loan; (v) the existence, validity, perfection or priority of any lien or security interest securing any Loan, whether created (or intended to be created) by the Loan Documents or otherwise; (vi) the marketability, value, or status of title, ownership or possession of any collateral securing any Loan; (vii) the environmental condition of any collateral securing any Loan; (viii) compliance with any applicable rule, law or regulation of any governmental authority pertaining to any Obligor, any Loan, the Loan Documents, or any collateral securing any Loan including, without limitation, the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., the Real Estate Settlement and Procedures Act, 12 U.S.C. § 2601 et seq., the Fair Housing Act, 42 U.S.C. § 3601 et seq., the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Gramm-Leach-Bliley Act, Pub.L. 106-102, 113 stat. 1338, enacted November 12, 1999, and/or Regulations AA, B and/or Z of the Board of Governors of the Federal

Reserve System, (ix) the existence or basis for any claim, counterclaim, defense, or offset relating to any Loan or the Loan Documents; (x) the future performance of any Obligor; or (xi) any facts or matters relating or pertaining to any of the foregoing. WITHOUT LIMITING THE FOREGOING, THIS ASSIGNMENT AND THE ASSIGNMENT, SALE AND TRANSFER OF THE LOANS AND THE LOAN DOCUMENTS TO ASSIGNEE ARE MADE WITHOUT RECOURSE OF ANY KIND TO ASSIGNOR, AND ARE MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER BY ASSIGNOR, OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6 OF THE LOAN SALE AGREEMENT.

Assignor restates each of the representations and warranties of Assignor under the Loan Sale Agreement as if fully set forth herein, and hereby represents and warrants to Assignee that each of the representations and warranties of Assignor set forth in the Loan Sale Agreement are true and correct.

Assignee restates each of the representations, warranties and acknowledgments of Assignee under the Loan Sale Agreement as if fully set forth herein, and hereby represents and warrants to Assignor that each of the representations and warranties of Assignee set forth in the Loan Sale Agreement are true and correct.

Assignor hereby authorizes Assignee to file (on behalf of Assignor) one or more financing statement amendments pursuant to the applicable Uniform Commercial Code reflecting the assignment of all financing statements included among the Loan Documents from Assignor to Assignee.

Nothing in this Assignment shall be construed to be a modification of or limitation on any provision of the Loan Sale Agreement, including the representations, warranties and covenants set forth therein.

This Assignment is being delivered pursuant and subject to all of the terms and conditions of the Loan Sale Agreement. To the extent that there is any conflict between the terms of this Assignment and the terms of the Loan Sale Agreement, the terms of the Loan Sale Agreement shall prevail.

This Assignment has been negotiated in and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles thereof relating to conflict of laws.


**ASSIGNOR AND ASSIGNEE, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ASSIGNMENT, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS ASSIGNMENT IS INVOLVED IN ANY WAY, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO REPRESENTS AND WARRANTS THAT THIS WAIVER OF THE RIGHT TO A JURY TRIAL HAS BEEN MADE AFTER CONSULTATION WITH LEGAL COUNSEL.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

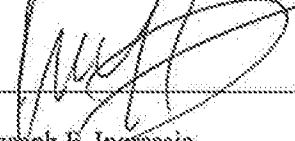
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IN WITNESS WHEREOF, the undersigned have caused this General Assignment to be executed as a document under seal of the date and year first written above.


WITNESS / ATTEST:

  
\_\_\_\_\_  
Print Name: Jonathan Croston  
Title: \_\_\_\_\_  
(Include title only if an officer of entity signing to the right)

CAPSTONE CAPITAL GROUP, LLC

By:   
\_\_\_\_\_  
(SEAL)  
Name: Joseph F. Ingrassia  
Title: Managing Member

WITNESS / ATTEST:

  
\_\_\_\_\_  
Print Name: Jonathan Croston  
Title: \_\_\_\_\_  
(Include title only if an officer of entity signing to the right)

CAPSTONE CREDIT LLC

By:   
\_\_\_\_\_  
(SEAL)  
Name: Joseph F. Ingrassia  
Title: Managing Member

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
(SEAL)  
Name: Anne C. Romano  
Title: Vice President

IN WITNESS WHEREOF, the undersigned have caused this General Assignment to be executed as a document under seal of the date and year first written above.

WITNESS / ATTEST:

CAPSTONE CAPITAL GROUP, LLC

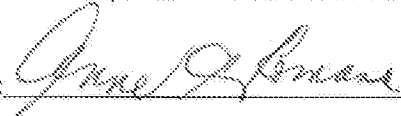
\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_ Name: Joseph F. Ingrassia  
Title: \_\_\_\_\_ Title: Managing Member  
(Include title only if an officer of entity signing to the right)

WITNESS / ATTEST:

CAPSTONE CREDIT, LLC

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_ Name: Joseph F. Ingrassia  
Title: \_\_\_\_\_ Title: Managing Member  
(Include title only if an officer of entity signing to the right)

PNC BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_ (SEAL)  
Name: Anne C. Romano  
Title: Vice President

## **SCHEDULE 1**

### **LIST OF LOANS AND LOAN DOCUMENTS**

**\$10,000,000.00 Credit Loan Facility and \$2,000,000.00 Equipment Loan Facility made to MilMar Food Group II, LLC (the “Borrower”) by Seller pursuant to the terms of that certain Revolving Credit, Term Loan and Security Agreement, dated as of July 2, 2015, between the Borrower and Seller (as amended to date), as evidenced and/or secured by the following:**

1. Revolving Credit, Term Loan and Security Agreement, dated as of July 2, 2015, between the Borrower and Seller.
2. Revolving Credit Note, dated July 2, 2015, by the Borrower in favor of Seller in the maximum principal amount of \$10,000,000.00.
3. Amended and Restated Equipment Note, dated November 23, 2016, by the Borrower in favor of the Bank in the maximum principal amount of \$2,000,000.00.
4. Guaranty and Suretyship Agreement, dated as of July 2, 2015, by Alexis International Fine Foods, Inc., in favor of Seller.
5. Guaranty and Suretyship Agreement, dated as of July 2, 2015, by Mack Bros. Ltd. in favor of Seller.
6. Guaranty and Suretyship Agreement, dated as of July 2, 2015, by MilMar Food Group, LLC in favor of Seller.
7. Guaranty and Suretyship Agreement, dated as of July 2, 2015, by MR Holding Company, LLC in favor of Seller.
8. Security Agreement, dated as of July 2, 2015, by Alexis International Fine Foods, Inc. in favor of Seller.
9. Security Agreement, dated as of July 2, 2015, by Mack Bros. Ltd. in favor of Seller.
10. Security Agreement, dated as of July 2, 2015, by MilMar Food Group, LLC in favor of Seller.
11. Security Agreement, dated as of July 2, 2015, by MR Holding Company, LLC in favor of Seller.
12. Trademark Security Agreement, dated as of July 2, 2015, by the Borrower in favor of Seller.
13. LLC Membership Pledge and Security Agreement, dated as of July 2, 2015, by MR Holding, Company, LLC in favor of Seller.
14. Pledge Agreement, dated as of July 2, 2015, by the Borrower in favor of Seller.
15. Pledge Agreement, dated as of July 2, 2015, by Alexis International Fine Foods, Inc. in favor of Seller.
16. Fifth Amended and Restated Intercreditor and Subordination Agreement, dated as of July 2, 2015, by and among Ridgestone Bank, Stonehenge Capital Fund New York, LLC, Amincor, Inc., Amicor



Other Assets, Inc., and Seller.

17. Subordination Agreement, dated as of July 2, 2015, by and among Seller, the Borrower and Mack Bros. Ltd.
18. Deposit Account Control Agreement, dated as of July 2, 2015, by and among the Borrower, Seller and MB Financial Bank, N.A.
19. Amendment and Waiver, dated as of November 23, 2016, by the Borrower and Seller.
20. Second Amendment, dated as of December 4, 2017, by the Borrower and Seller.
21. Third Amendment, dated as of June 28, 2018, by the Borrower and Seller.
22. Fourth Amendment, dated as of August 31, 2018, by the Borrower and Seller.
23. Guaranty and Suretyship Agreement, dated as of November 20, 2018, by Martin Hoffman in favor of Seller.
24. Waiver and Fifth Amendment, dated as of November 5, 2018, by the Borrower and Seller.
25. Sixth Amendment, dated as of August 6, 2019, by the Borrower and Seller.

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Security Agreement**"), dated as of July 2, 2015, is made by MilMar Food Group II, LLC (the "**Grantor**") in favor of PNC Bank, National Association (the "**Lender**").

Grantor has entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), with the Lender.

Under the terms of the Agreement, the Grantor has granted to the Lender, for its benefit, a security interest in, among other property, certain trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby grants to the Lender for its benefit, a security interest in all of the Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

**Section 1.01** the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), **excluding** only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

**Section 1.02** all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

**Section 1.03** any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

**Section 1.04** any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to

sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Lender.
3. Loan Documents. This Security Agreement has been entered into pursuant to and in conjunction with the Agreement, which is hereby incorporated by reference. The provisions of the Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Agreement and related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in 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 Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
5. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

**[Signature page to Trademark Security Agreement]**

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

MILMAR FOOD GROUP II,  
LLC

By  \_\_\_\_\_

Name: Martin Hoffman

Title: President

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL  
ASSOCIATION

By \_\_\_\_\_

Name:

Title:

**[Signature page to Trademark Security Agreement]**

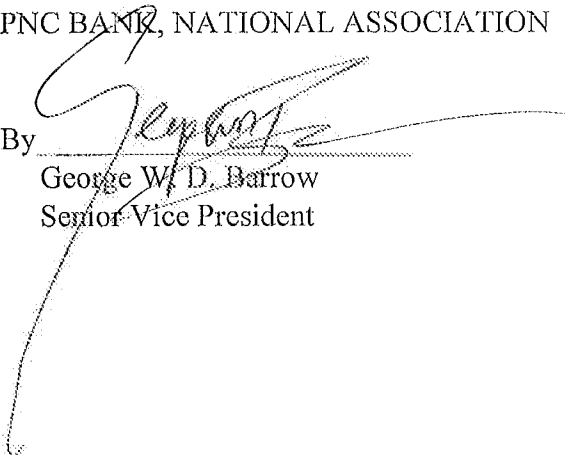
IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MILMAR FOOD GROUP II, LLC

By \_\_\_\_\_  
Martin Hoffman  
President

Agreed to and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By  \_\_\_\_\_  
George W. D. Barrow  
Senior Vice President

# SCHEDULE I

Trademark	Jurisdiction	Reg. No.	Serial No.	App. Date	Status	Owner
Juno Chefs & design	U.S. Federal	Pending	86606542	4/22/15	Application in process	MilMar Food Group II, LLC
Mrs. Veggies	U.S. Federal	Pending	86597363	4/14/15	Application in process	MilMar Food Group II, LLC
Jet Chef	U.S. Federal	Pending	86587038	4/3/15	Application in process	MilMar Food Group II, LLC
No Forks Required	U.S. Federal	Pending	86578225	3/26/15	Application in process	MilMar Food Group II, LLC
Koshair Cuisine	U.S. Federal	Pending	86575044	3/24/15	Application in process	MilMar Food Group II, LLC
MilMar Food Group	U.S. Federal	Pending	86558278	3/9/15	Application in process	MilMar Food Group II, LLC