

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rastelli Brothers, Inc.		12/31/2019	Corporation: NEW JERSEY
Global Trading Enterprises, LLC		12/31/2019	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3642210	ANNABELLA'S KITCHEN
Serial Number:	88507923	AROUND THE BLOCK
Registration Number:	5098594	CRAFT BURGER BY RASTELLI
Registration Number:	5924232	EGG HARBOR SEAFOOD
Registration Number:	3585939	HEALTH SMART
Registration Number:	3653428	HEALTH SMART
Serial Number:	88507919	ON THE BLOCK
Serial Number:	88575945	PURE LAND AMERICA
Registration Number:	3585940	PURELAND
Serial Number:	88479593	PURELAND GOLD
Serial Number:	88479584	PURELAND PREFERRED
Serial Number:	88479590	PURELAND SILVER
Registration Number:	5752706	RASTELLI BUTCHER SHOP CRAFT BURGERS ESTD
Registration Number:	5174555	RASTELLI FLORIDA GOLD
Registration Number:	3653386	RASTELLI FOODS
Registration Number:	3671663	RASTELLI GLOBAL
Registration Number:	5174557	RASTELLI GOLD RIBBON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3653384	RASTELLI GOLD SEAFOOD
Registration Number:	5174556	RASTELLI GOLDEN BLEND
Registration Number:	5225957	RASTELLI OAK VALLEY FARMS
Registration Number:	4989853	RASTELLI PREFERRED
Registration Number:	5174554	RASTELLI PREMIUM
Registration Number:	3614116	RASTELLI SEAFOOD
Registration Number:	4986334	SUSTAINABLE CATCH SEAFOOD
Registration Number:	4986335	SUSTAINABLE CATCH SEAFOOD
Serial Number:	88729695	OAK VALLEY FARMS

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19150
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/08/2020

Total Attachments: 10

source=Rastelli-PNC Trademark Security Agreement#page1.tif
source=Rastelli-PNC Trademark Security Agreement#page2.tif
source=Rastelli-PNC Trademark Security Agreement#page3.tif
source=Rastelli-PNC Trademark Security Agreement#page4.tif
source=Rastelli-PNC Trademark Security Agreement#page5.tif
source=Rastelli-PNC Trademark Security Agreement#page6.tif
source=Rastelli-PNC Trademark Security Agreement#page7.tif
source=Rastelli-PNC Trademark Security Agreement#page8.tif
source=Rastelli-PNC Trademark Security Agreement#page9.tif
source=Rastelli-PNC Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 31st day of December, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rastelli Brothers, Inc., a New Jersey corporation ("Rastelli"), Global Trading Enterprises, LLC, a New Jersey limited liability company ("Global"), and together with Rastelli and each other Person from time to time joined thereto as a "Borrower", and all of their respective permitted successors and assigns, collectively, the "Borrowers" and each a "Borrower"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and each individually a "Lender"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the Lenders (PNC, in such capacity, "Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement.

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, service mark applications, trade names, trade styles, domain name, mask works and associated goodwill (collectively, "Trademarks"), and any license to which such Grantor is a party for any of the foregoing (each such license, a "License"), including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

5. REGISTRATION/FILING. The Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office (the "USPTO").

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall acquire rights, title or interest to any new Trademark Collateral, each Grantor hereby covenants and agrees to deliver to Agent promptly, but in no event later than thirty (30) days after acquiring such new Trademark Collateral, a new Trademark Security Agreement (a "New Agreement") listing all such newly acquired Trademark Collateral on Schedule I thereto, which such New Agreement shall be filed and recorded with the USPTO. Regardless of whether any New Agreement is delivered by Grantors, and without limiting the generality of the provisions of Section 2 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Trademark Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder. In the event that any Grantor acquires any such new Trademark Collateral but Grantors fail for whatever reason to promptly execute and deliver a New Agreement to Agent pursuant to this Section 6 and provided that Agent shall have given such Grantor notice and ten (10) Business Days to deliver such New Agreement, each Grantor hereby authorizes Agent after the expiration of such ten (10) day notice period, acting under its Power of Attorney granted pursuant to Section 7 below, to at any time thereafter execute in the name of such Grantor an applicable New Agreement with respect to such newly acquired Trademark Collateral and to file the same with the USPTO.

7. POWER OF ATTORNEY. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) subject to Section

6 hereof, to execute and endorse on behalf of and in the name of such Grantor a New Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such New Agreement or other security agreement or similar document or instrument with the USPTO in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default beyond the expiration of any applicable grace or cure periods, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

10. GOVERNING LAW. Section 16.1 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTORS:

RASTELLI BROTHERS, INC., a New Jersey corporation

By: 
Name: Raymond M. Rastelli, Jr.
Title: President

GLOBAL TRADING ENTERPRISES, LLC, a New Jersey limited liability company

By: Rastelli Partners, LLC, its Managing Member


By: 
Name: Raymond M. Rastelli, Jr.
Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006833 FRAME: 0566

ACCEPTED AND
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane M. Shaak
Title: Senior Vice President

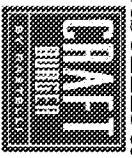
Signature Page to Trademark Security Agreement


TRADEMARK
REEL: 006833 FRAME: 0567


SCHEDULE I
to
Trademark Security Agreement

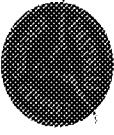

Licenses: None.

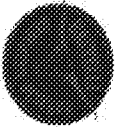
Trademarks:

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
ANNABELLA'S KITCHEN	US	77485016	28-May-2008	3642210	23-Jun-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
AROUND THE BLOCK	US	88507923	10-Jul-2019			Allowed	Rastelli Brothers, Inc. dba Rastelli Foods Group
CRAFT BURGER BY RASTELLI & Design	US	86800321	27-Oct-2015	5098594	13-Dec-2016	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
							
EGG HARBOR SEAFOOD	US	88168886	25-Oct-2018	5924232	03-Dec-2019	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
HEALTH SMART	US	77476474	16-May-2008	3585939	10-Mar-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
HEALTH SMART & Design 	US	77491935	05-Jun-2008	3653428	14-Jul-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
ON THE BLOCK	US	88507919	10-Jul-2019			Pending (Office Action Issued 9/12/19)	Rastelli Brothers, Inc. dba Rastelli Foods Group
PURE LAND AMERICA	US	88575945	12-Aug-2019			Pending (Office Action Issued 9/11/19)	Rastelli Brothers, Inc. dba Rastelli Foods Group
PURELAND	US	77476490	16-May-2008	3585940	10-Mar-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
PURELAND GOLD	US	88479593	19-Jun-2019			Allowed	Rastelli Brothers, Inc. dba Rastelli Foods Group
PURELAND PREFERRED	US	88479584	19-Jun-2019			Allowed	Rastelli Brothers, Inc. dba Rastelli Foods Group
PURELAND SILVER	US	88479590	19-Jun-2019			Allowed	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI	South Korea	40-2009-0025726	03-Jun-2009	40-0842154	05-Nov-2010	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
 RASTELLI BUTCHER SHOP CRAFT BURGERS ESTD. 1975	US	87829184	11-Mar-2018	5752706	14-May-2019	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI FLORIDA GOLD	US	86912082	18-Feb-2016	5174555	04-Apr-2017	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI FOODS	US	77485023	28-May-2008	3653386	14-Jul-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI GLOBAL RIBBON	US	77485363	28-May-2008	3671663	25-Aug-2009	Registered	Global Trading Enterprises, LLC
RASTELLI GOLD SEAFOOD	US	86912091	18-Feb-2016	5174557	04-Apr-2017	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI GOLD BLEND	US	77485004	28-May-2008	3653384	14-Jul-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI GOLDEN VALLEY FARMS	US	86912086	18-Feb-2016	5174556	04-Apr-2017	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI OAK VALLEY FARMS	US	86912070	18-Feb-2016	5225957	20-Jun-2017	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI PREFERRED	US	86587896	06-Apr-2015	4989853	28-Jun-2016	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
RASTELLI PREMIUM	US	86912076	18-Feb-2016	5174554	04-Apr-2017	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
RASTELLI RANCHERS RESERVE 	European Union	014508022	27-Aug-2015	014508022	11-Jan-2016	Registered	Global Trading Enterprises, LLC dba Rastelli Global
RASTELLI SEAFOOD	US	77484992	28-May-2008	3614116	28-Apr-2009	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
SPRINGHILL BEEF	Dominican Republic	2019-33239	12-Aug-2019			Pending (Published 8/30/2019 awaiting issuance of registration certificate)	Rastelli Brothers, Inc. dba Rastelli Foods Group
SUSTAINABLE CATCH SEAFOOD	US	86521645	02-Feb-2015	4986334	28-Jun-2016	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
SUSTAINABLE CATCH SEAFOOD & 	US	86521647	02-Feb-2015	4986335	28-Jun-2016	Registered	Rastelli Brothers, Inc. dba Rastelli Foods Group
TENDER PERFECT	Dominican Republic	2019-33236	12-Aug-2019			Pending (Appeal filed in	Rastelli Brothers, Inc. dba Rastelli Foods Group

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
TENDER PREFERRED	Dominican Republic	2019-33237	12-Aug-2019			response to refusal)	Rastelli Brothers, Inc. dba Rastelli Foods Group
OAK VALLEY FARMS	US	88729695	17-Dec-2019			Pending (Appeal filed in response to refusal)	Rastelli Brothers, Inc. dba Rastelli Foods Group
	United Arab Emirates	239925	6-Sept-2015		9 June 2015	Registered	Global Trading Enterprises, LLC dba Rastelli Global