

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FERRARO FINE FOODS CORP.		04/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent
Street Address:	2001 Ross Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3132250	ASTI
Registration Number:	4796097	FINALMENTE
Registration Number:	5377636	CREMOSA
Registration Number:	1725980	PAPA MOOZZI
Registration Number:	1820736	MOOZZI
Registration Number:	1906703	CUORE D'ORO
Registration Number:	2066463	CLASSICO RISERVA
Registration Number:	2144628	PAPA MOOZZI
Registration Number:	2175046	COUNTRY BRAND
Registration Number:	2729501	DOMENICO VITALE
Registration Number:	2915535	MARINO
Registration Number:	2981640	VOLA
Registration Number:	3222557	MONTEBELLO
Registration Number:	3409122	FERRARO FOODS
Registration Number:	3977003	PAPA MOOZZI
Registration Number:	4033781	
Registration Number:	4033786	NAPOLI 1980 FINEST QUALITY FOODS
Registration Number:	4040694	SAN CLEMENTE
Registration Number:	4047845	NAPOLI FOODS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4833059	SELECTPAK
Registration Number:	4835837	F
Registration Number:	4868151	PITHARI
Registration Number:	4896342	POWER-CHEM
Registration Number:	4909816	OLD GLORY
Registration Number:	4974022	PLATE SENSATIONS
Registration Number:	5119532	ANTICA CORTE
Registration Number:	5277571	212 RIGHT AWAY
Registration Number:	5287587	STEER RIDGE
Registration Number:	5336633	GOLDEN PERFORMANCE
Registration Number:	5351638	PRODUCERS PACK
Registration Number:	5476290	GRAINMASTER
Registration Number:	5568698	MAMA CUCINA
Registration Number:	5704485	PRODUCERS PACK
Registration Number:	5704497	SAY-SO QUESO
Registration Number:	5822352	THE LASTBITE
Registration Number:	5956684	BUONSANTO
Registration Number:	5525196	BELL HARBOR SEAFOOD

CORRESPONDENCE DATA

Fax Number: 2138924738

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: 424-386-4328

Email: dcip@milbank.com, marnold@milbank.com

Correspondent Name: Monica Arnold, Esq.

Address Line 1: 2029 Century Park East, 33rd Floor

Address Line 2: Milbank, LLP

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	30045.00291
NAME OF SUBMITTER:	Monica Arnold
SIGNATURE:	/s/ Monica Arnold /s/
DATE SIGNED:	04/05/2021

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of April 5, 2021, made by FERRARO FINE FOODS CORP., a Delaware corporation ("Grantor"), having a principal place of business at c/o Kelso & Company, 320 Park Avenue, New York, New York 10022 (each, a "Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a Delaware limited partnership, having a principal place of business at 2001 Ross Avenue, Dallas, Texas 75201, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 5, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Pie Buyer, Inc., a Delaware corporation (the "Borrower"), Pie Midco, Inc., a Delaware corporation ("Holder"), the Collateral Agent, the several banks and other financial institutions from time to time parties thereto (collectively, the "Lenders"), and Goldman Sachs Specialty Lending Group, L.P., as administrative agent for the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, the goodwill associated with such Trademarks and all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Credit Agreement or the Guarantee and Collateral Agreement, the provisions of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

FERRARO FINE FOODS CORP.

By: _____
Name: William Woo
Title: Vice President and Secretary

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

Acknowledged and Agreed to as of
the date hereof by:



GOLDMAN SACHS SPECIALITY LENDING GROUP, L.P.,
as Collateral Agent and Administrative Agent



DocuSigned by:

By: _____
Name: Alex Chi
Title: Managing Director

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Owner	Mark	Jurisdiction	Filing or Registration Number	Date of Issuance
FERRARO FINE FOODS, CORP.	ASTI	UNITED STATES	3132250	8/22/2006
FERRARO FINE FOODS, CORP.	FINALMENTE	UNITED STATES	4796097	8/18/2015
FERRARO FINE FOODS, CORP.		UNITED STATES	5377636	1/16/2018
FERRARO FINE FOODS, CORP.	PAPA MOZZI 	UNITED STATES	1725980	10/20/1992
FERRARO FINE FOODS, CORP.	MOZZI	UNITED STATES	1820736	2/8/1994
FERRARO FINE FOODS, CORP.	CUORE D'ORO	UNITED STATES	1906703	7/18/1995
FERRARO FINE FOODS, CORP.	CLASSICO RISERVA	UNITED STATES	2066463	6/3/1997
FERRARO FINE FOODS, CORP.	PAPA MOZZI	UNITED STATES	2144628	3/17/1998
FERRARO FINE FOODS, CORP.	COUNTRY BRAND	UNITED STATES	2175046	7/21/1998
FERRARO FINE FOODS, CORP.	DOMENICO VITALE	UNITED STATES	2729501	6/24/2003
FERRARO FINE FOODS,	MARINO	UNITED	2915535	1/4/2005

Registered Owner	Mark	Jurisdiction	Filing or Registration Number	Date of Issuance
CORP.		STATES		
FERRARO FINE FOODS, CORP.	VOLA	UNITED STATES	2981640	8/2/2005
FERRARO FINE FOODS, CORP.	MONTEBELLO	UNITED STATES	3222557	3/27/2007
FERRARO FINE FOODS, CORP.	FERRARO FOODS	UNITED STATES	3409122	4/8/2008
FERRARO FINE FOODS, CORP.	PAPA MOOZZI	UNITED STATES	3977003	6/14/2011
FERRARO FINE FOODS, CORP.	Design Logo For Beverage Container 	UNITED STATES	4033781	10/4/2011
FERRARO FINE FOODS, CORP.		UNITED STATES	4033786	10/4/2011
FERRARO FINE FOODS, CORP.	SAN CLEMENTE	UNITED STATES	4040694	10/18/2011
FERRARO FINE FOODS, CORP.	NAPOLI FOODS	UNITED STATES	4047845	11/1/2011
FERRARO FINE FOODS, CORP.	SELECTPAK	UNITED STATES	4833059	10/13/2015
FERRARO FINE FOODS, CORP.	F	UNITED STATES	4835837	10/20/2015
FERRARO FINE FOODS, CORP.	PITHARI	UNITED STATES	4868151	12/8/2015
FERRARO FINE FOODS,	POWER-CHEM	UNITED	4896342	2/2/2016

Registered Owner	Mark	Jurisdiction	Filing or Registration Number	Date of Issuance
CORP.		STATES		
FERRARO FINE FOODS, CORP.	OLD GLORY	UNITED STATES	4909816	3/1/2016
FERRARO FINE FOODS, CORP.	PLATE SENSATIONS	UNITED STATES	4974022	6/7/2016
FERRARO FINE FOODS, CORP.	ANTICA CORTE	UNITED STATES	5119532	1/10/2017
FERRARO FINE FOODS, CORP.	212 RIGHT AWAY	UNITED STATES	5277571	8/29/2017
FERRARO FINE FOODS, CORP.	STEER RIDGE	UNITED STATES	5287587	9/12/2017
FERRARO FINE FOODS, CORP.	GOLDEN PERFORMANCE	UNITED STATES	5336633	11/14/2017
FERRARO FINE FOODS, CORP.	PRODUCERS PACK	UNITED STATES	5351638	12/5/2017
FERRARO FINE FOODS, CORP.	GRAINMASTER	UNITED STATES	5476290	5/22/2018
FERRARO FINE FOODS, CORP.	MAMA CUCINA	UNITED STATES	5568698	9/25/2018
FERRARO FINE FOODS, CORP.	PRODUCERS PACK	UNITED STATES	5704485	3/19/2019
FERRARO FINE FOODS, CORP.	SAY-SO QUESO	UNITED STATES	5704497	3/19/2019
FERRARO FINE FOODS, CORP.	THE LASTBITE	UNITED STATES	5822352	7/30/2019
FERRARO FINE FOODS, CORP.	BUONSANTO	UNITED STATES	5956684	1/7/2020
FERRARO FINE FOODS, CORP.	BELL HARBOR SEAFOOD	UNITED STATES	5525196	7/24/2018