

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM636929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		04/05/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Ferraro Fine Foods Corp.		
Street Address:	287 S. Randolphville Rd.		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5377636	CREMOSA	
Registration Number:	4796097	FINALMENTE	
Registration Number:	3132250	ASTI	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Wesley C. Moore, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Wesley C. Moore		
SIGNATURE:	/Wesley C. Moore/		
DATE SIGNED:	04/05/2021		
Total Attachments: 4			
source=TM Rel Reassignment_ Ares Cap to Ferraro FF Corp_7172_0695 executed#page1.tif			
source=TM Rel Reassignment_ Ares Cap to Ferraro FF Corp_7172_0695 executed#page2.tif			

CH \$90.00 5377636

source=TM Rel Reassignment_ Ares Cap to Ferraro FF Corp_7172_0695 executed#page3.tif

source=TM Rel Reassignment_ Ares Cap to Ferraro FF Corp_7172_0695 executed#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of April 5, 2021, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (in such capacity, the “Grantee”) in favor of FERRARO FINE FOODS CORP., a Delaware corporation (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Pledge and Security Agreement or the Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of May 9, 2018, by and among Grantee, Grantor and the other grantors party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), Grantor granted to Grantee, for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (as defined in the Pledge and Security Agreement, but excluding any “intent to use” application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted) owned by the Grantor, including those set forth on Schedule A annexed hereto (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantee and Grantor entered into that certain Trademark Security Agreement dated as of January 25, 2021 (the “Security Agreement”) to record Grantee’s security interest in the Collateral;

WHEREAS, the Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on January 28, 2021, at Reel 7172, Frame 0695;

WHEREAS, Grantor has requested that Grantee release its security interest in the Collateral and reassign any and all right, title and interest in, to and under the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations of the Pledge and Security Agreement for Grantor to release its security interest in the Collateral.

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

1. Grantee hereby releases its security interest in Grantor’s entire right, title and interest in, to and under the Collateral, including any associated goodwill.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in, to and under the Collateral.

3. Grantee hereby authorizes any Grantor, or any authorized representatives of the Grantor, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks, and any other applicable officer to record this Release.

4. This Release shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has duly executed this Release as of the date first above written.

ARES CAPITAL CORPORATION

By: 
Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

Country	Trademark	Registration Number	Registration Date	Owner
United States		5377636	01/16/2018	Ferraro Fine Foods Corp.
United States	FINALMENTE	4796097	08/18/2015	Ferraro Fine Foods Corp.
United States	ASTI	3132250	11/10/2016	Ferraro Fine Foods Corp.