

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Costanzo's Bakery, LLC		06/18/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5090334	MAKING SANDWICHES GREAT SINCE 1933	
Registration Number:	5144867	COSTANZO'S	
Registration Number:	5149437	COSTANZO'S BAKERY	
Registration Number:	5149436	COSTANZO'S BAKERY	
Registration Number:	5144590	COSTANZO'S	
Registration Number:	5026771	COSTANZO'S	
Registration Number:	5144583	COSTANZO'S	
Registration Number:	5144582	COSTANZO'S BAKERY	
Registration Number:	5144581	COSTANZO'S BAKERY	
Registration Number:	5144580	COSTANZO'S	
Registration Number:	5035407	COSTANZO'S BAKERY	
Registration Number:	5035406	COSTANZO'S BAKERY	
Registration Number:	5026762	COSTANZO'S	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergekohn.com		
TRADEMARK			

OP \$340.00 5090334

Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 06/20/2021

Total Attachments: 5

source=Costanzo Trademark Security Agreement (003)#page1.tif
source=Costanzo Trademark Security Agreement (003)#page2.tif
source=Costanzo Trademark Security Agreement (003)#page3.tif
source=Costanzo Trademark Security Agreement (003)#page4.tif
source=Costanzo Trademark Security Agreement (003)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2021, by COSTANZO'S BAKERY, LLC, a New York limited liability company, ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith, by and among certain affiliates of Grantor from time to time party thereto, Agent, and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Grantor and certain affiliates of Grantor;

WHEREAS, as a condition, among others, to Agent's and Lenders' willingness to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of 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 its Trademarks including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, such Trademark; and

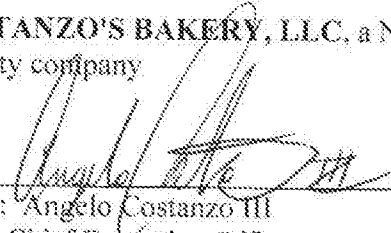
(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any 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 the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity, or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

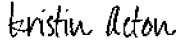
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COSTANZO'S BAKERY, LLC, a New York limited liability company

By: 
Name: Angelo Costanzo III
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

DocuSigned by:

By: _____
Name: Kristin M. Acton
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
MAKING SANDWICHES GREAT SINCE 1933	869 71702	Registered	5090334	11/29/16	Costanzo's Bakery, LLC
COSTANZO'S	86955098	Registered	5144867	2/21/17	Costanzo's Bakery, LLC
COSTANZO'S BAKERY	86954801	Registered	5149437	2/28/17	Costanzo's Bakery, LLC
COSTANZO'S BAKERY	86954794	Registered	5149436	2/28/17	Costanzo's Bakery, LLC
COSTANZO'S	86876619	Registered	5144590	2/21/17	Costanzo's Bakery, LLC
COSTANZO'S	86874694	Registered	5026771	8/23/16	Costanzo's Bakery, LLC
COSTANZO'S	86874689	Registered	5144583	2/21/17	Costanzo's Bakery, LLC
COSTANZO'S BAKERY	86874682	Registered	5144582	2/21/17	Costanzo's Bakery, LLC
COSTANZO'S BAKERY	86874678	Registered	5144581	2/21/17	Costanzo's Bakery, LLC
COSTANZO'S	86874673	Registered	5144580	2/21/17	Costanzo's Bakery, LLC
COSTANZO'S BAKERY	86874664	Registered	5035407	9/6/16	Costanzo's Bakery, LLC
COSTANZO'S BAKERY	86874661	Registered	5035406	9/6/16	Costanzo's Bakery, LLC
COSTANZO'S	86874656	Registered	5026762	8/23/16	Costanzo's Bakery, LLC