

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656084

<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>
DelGrosso Foods Inc.		06/08/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Commonwealth Bank		
<b>Street Address:</b>	501 Grant Street		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3242279	DELGROSSO	
<b>Registration Number:</b>	4424872	DG DELGROSSO SINCE 1914	
<b>Registration Number:</b>	1115758	DEL GROSSO ITALIANDG THE FINEST SAUCE MA	
<b>Registration Number:</b>	3250059	LA FAMIGLIA DELGROSSO	
<b>Registration Number:</b>	5113805	LA FAMIGLIA DELGROSSO	
<b>Registration Number:</b>	2630761	THE SAUCE FACTORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4123942555		
<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>	412-394-7767		
<b>Email:</b>	traip@clarkhill.com		
<b>Correspondent Name:</b>	Paul D. Bangor, Jr., Esquire		
<b>Address Line 1:</b>	301 Grant Street, 14th Floor		
<b>Address Line 2:</b>	One Oxford Centre		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	85377.412411		
<b>NAME OF SUBMITTER:</b>	Paul D. Bangor, Jr.		
<b>SIGNATURE:</b>	/Paul D. Bangor, Jr./		

OP \$165.00 3242279

<b>DATE SIGNED:</b>	06/25/2021
<b>Total Attachments: 3</b> source=20210625134334#page1.tif source=20210625134334#page2.tif source=20210625134334#page3.tif	

**NOTICE OF SECURITY INTEREST  
U.S. TRADEMARKS**

June 8, 2021

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and First Commonwealth Bank, as administrative agent for the Banks (in such capacity, the "Agent"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for itself and for the benefit of the Banks); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for itself and for the benefit of the Banks), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 501 Grant Street, Suite 250, Pittsburgh, Pennsylvania 15219.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

**GRANTORS:**

WITNESS:

DelGrosso Foods Inc.

*Paul Adel Duce*

By: *JF DelGrosso* (SEAL)  
Name: Joseph F. Del Grosso  
Title: President

**SCHEDULE A**

**TRADEMARKS**

Registered Trademarks

<b>MARK</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Goods/Services</b>	<b>Current Owner</b>
DelGrosso (US)	78-932,105	07/18/2006	3,242,279	05/15/2007	Class 30	DelGrosso Foods Inc.
DelGrosso Logo (US)	85-861,378	03/01/2013	4,424,872	10/29/2013	Class 30	DelGrosso Foods Inc
DelGrosso Finest Sauce Made Logo (US)	168,354	04/28/1978	1,115,758	03/27/1979	Class 30	DelGrosso Foods Inc.
La Famiglia DelGrosso (sauce) (US)	78-798,327	01/24/2006	3,250,059	06/05/2007	Class 30	DelGrosso Foods Inc.
La Famiglia DelGrosso (meatball) (US)	87-026,102	05/05/2016	5,113,805	01/03/2017	Class 29	DelGrosso Foods Inc
The Sauce Factory (US)	76-238,990	04/06/2001	2,630,761	10/08/2002	Class 42	DelGrosso Foods Inc

Unregistered Trademarks

None