

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esposito's Sausage. LLC		08/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
Internal Address:	c/o Cortland Capital Market Services LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5432318	ESPOSITO SAUSAGE	
Registration Number:	3498047	ESPOSITO'S	
Registration Number:	3498049	ESPOSITO'S FINEST QUALITY SAUSAGE	
Registration Number:	3444247	ESPOSITO'S FINEST	
Registration Number:	3444250	ESPOSITO'S FINEST QUALITY	
Registration Number:	3444243		
Registration Number:	3444230	ESPOSITO'S FINEST	
Registration Number:	3444233	ESPOSITO'S FINEST QUALITY SAUSAGE	
Registration Number:	3444234	ESPOSITO'S FINEST QUALITY SAUSAGE PRODUC	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$240.00 5432318

ATTORNEY DOCKET NUMBER:	385629-255
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	08/02/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 2, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Borrower, Holdings, each other Person party thereto that is designated as a Credit Party, the Lenders, the L/C Issuer from time to time party thereto and Agent, as the Agent for the Lenders, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 2, 2021 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation,

dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

ESPOSITO'S SAUSAGE, LLC, a Delaware
limited liability company, as Grantor

By: 

Name: Michael Brooks

Title: President

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first written above:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as the Agent

By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Michael Blumberg
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007373 FRAME: 0915

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
ESPOSITO SAUSAGE	87576778	8/21/17	5432318	3/27/18	Esposito's Sausage, LLC
ESPOSITO'S	77253481	8/13/07	3498047	9/9/08	Esposito's Sausage, LLC
ESPOSITO'S FINEST QUALITY SAUSAGE	77253560	8/13/07	3498049	9/9/08	Esposito's Sausage, LLC
ESPOSITO'S FINEST	77252143	8/10/07	3444247	6/10/08	Esposito's Sausage, LLC
ESPOSITO'S FINEST QUALITY	77252348	8/10/07	3444250	6/10/08	Esposito's Sausage, LLC
Design Only	77251406	8/9/07	3444243	6/10/08	Esposito's Sausage, LLC
ESPOSITO'S FINEST	77258760	8/7/07	3444230	6/10/08	Esposito's Sausage, LLC
ESPOSITO'S FINEST QUALITY SAUSAGE	77248940	8/7/07	3444233	6/10/08	Esposito's Sausage, LLC
ESPOSITO'S FINEST QUALITY SAUSAGE PRODUCTS	77248999	8/7/07	3444234	6/10/08	Esposito's Sausage, LLC

2. TRADEMARK APPLICATIONS

None.