ETAS ID: TM670736

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Table Talk Pies, Inc.		07/09/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NFS Leasing, Inc.		
Street Address:	900 Cummings Center		
Internal Address:	Suite 226U		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	Corporation: MASSACHUSETTS		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1512918	TABLE TALK
Registration Number:	3488194	FRISBIE'S

CORRESPONDENCE DATA

Fax Number:

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013988-0002
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	08/27/2021

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of July 9, 2021, by TABLE TALK PIES, INC., a Delaware corporation ("<u>Grantor</u>"), in favor of NFS LEASING, INC., as Lender (as defined in the Loan Agreement (as defined below)) (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, the Grantor has adopted, has used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor and certain affiliates of Grantor have entered into an Amended and Restated Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, to secure the prompt payment and performance of the Obligations, Grantor hereby pledges and grants to Grantee for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

TRADEMARK REEL: 007405 FRAME: 0745 IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

TABLE TALK PIES, INC.

Name:

Harry Kokkinis

Title:

President

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Loan Party	Title	Registration Number	Registration Date
Table Talk Pies, Inc.	Table Talk	1,512,918	11/15/98
Table Talk Pies, Inc.	Frisbee's	3,488,194	8/19/08

TRADEMARK REEL: 007405 FRAME: 0747

RECORDED: 08/27/2021