

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biscotti Brothers Bakery, LLC		11/10/2021	Limited Liability Company: DELAWARE
Main Street Gourmet, LLC		11/10/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1973555	MUFFINS FOR MAMMOGRAMS
Registration Number:	1887351	ISABELLA'S
Registration Number:	2143723	MOUNTAIN BERRY
Registration Number:	1840748	MAIN STREET MUFFINS
Registration Number:	1852528	WE LET OUR INGREDIENTS DO THE TALKING
Registration Number:	2871497	MAIN STREET GOURMET
Registration Number:	2221194	MAIN STREET GOURMET
Registration Number:	6084697	WE SPECIALIZE IN SPECIAL
Registration Number:	4732371	GOURMET SAN VITO
Registration Number:	3539305	BISCOTTI BROTHERS BAKERY
Registration Number:	5569315	BISCOTTI BROTHERS ARTISANAL BAKERS
Registration Number:	5555579	GRANOTTI

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.

TRADEMARK

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 11/10/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of November 10, 2021, by Main Street Gourmet, LLC and Biscotti Brothers Bakery, LLC (each individually a “**Grantor**” and collectively, the “**Grantors**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Grantors, as Borrowers, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of November 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Grantors (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 10, 2021, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to such Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

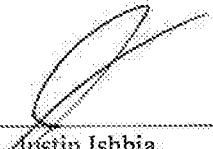
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

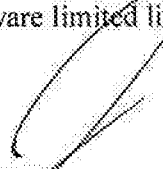
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

MAIN STREET GOURMET, LLC, a Delaware limited liability company

By: 
Name: Justin Ishbia
Title: Vice Chairman and Secretary


BISCOTTI BROTHERS BAKERY, LLC, a Delaware limited liability company

By: 
Name: Justin Ishbia
Title: Vice Chairman and Secretary

[Signature Page to Trademark Security Agreement]

Agreed and accepted as of
the date first written above:



**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Name: Kimberly Trick
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date
Main Street Gourmet, LLC	MUFFINS FOR MAMMOGRAMS	1973555	May-07-1996
Main Street Gourmet, LLC	ISABELLA'S	1887351	Apr-04-1995
Main Street Gourmet, LLC	MOUNTAIN BERRY	2143723	Mar-10-1998
Main Street Gourmet, LLC	MAIN STREET MUFFINS AND DESIGN	1840748	Jun-21-1994
Main Street Gourmet, LLC	WE LET OUR INGREDIENTS DO THE TALKING	1852528	Sep-06-1994
Main Street Gourmet, LLC	MAIN STREET GOURMET	2871497	Aug-10-2004
Main Street Gourmet, LLC	MAIN STREET GOURMET	2221194	Feb-02-1999
Main Street Gourmet, LLC	MAIN STREET MUFFINS	2218665	Jul-31-2013
Main Street Gourmet, LLC	WE SPECIALIZE IN SPECIAL	6084697	Jun-23-2020
Biscotti Brothers Bakery, LLC	GOURMET SAN VITO GOURMET SAN VITO	4732371	May-05-2015
Biscotti Brothers Bakery, LLC	BISCOTTI BROTHERS BAKERY (Stylized & Design) 	3539305	Dec-02-2008
Biscotti Brothers Bakery, LLC	BISCOTTI BROTHERS ARTISANAL BAKERS (Stylized & Design) 	5569315	Sept-25-2018

Biscotti Brothers Bakery, LLC	GRANOTTI GRANOTTI	5555579	Sept-04-2018
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Trademark Applications

None.