

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bazzini LLC		12/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4403167	BAZZINI	
Serial Number:	88439955		
Registration Number:	5168396	PURE INDULGENT	
Serial Number:	88678653	SPORTSMAN	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-01359)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01359		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/17/2021		

OP \$115.00 4403167

Total Attachments: 6

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SUPPLEMENT TO AMENDED, RESTATED AND CONSOLIDATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This Supplement to Amended, Restated and Consolidated Intellectual Property Security Agreement (this "Supplement") is made as of this 17th day of December, 2021, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the below defined Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among BAZZINI LLC, a Delaware limited liability company ("Bazzini" and together with each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), BAZZINI BAKERY, LLC, a New York limited liability company ("BBL"), BAZZINI HOLDINGS, LLC, a Pennsylvania limited liability company ("Holdings"), ALLENTOWN CANDY LLC, a Pennsylvania limited liability company ("ACL"), BAZZINI NUT CORPORATION ("Bazzini Nut", and together with BBL, Holdings, ACL, and each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors" and each individually, a "Guarantor;" the Guarantors, together with the Borrowers, collectively the "Loan Parties" and each individually a "Loan Party"), the financial institutions party thereto (collectively, the "Lenders" and each individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, together with its successors and assigns, the "Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantors and Agent are parties to that certain Amended, Restated and Consolidated Intellectual Property Security Agreement, dated as of April 23, 2013 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Supplement.

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, each 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 Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security

interest in all of such 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 such Grantor's trademarks, trademark applications, service marks, trade names and mask works (collectively, "Trademarks"), including those referred to on Schedule I hereto;

(b) all proceeds of the foregoing;

provided, however, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Supplement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Supplement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, this Supplement shall automatically apply thereto. In addition to the Obligations of each Grantor under Section 9.17 of the Credit Agreement, each Grantor shall deliver to Agent an updated Schedule I with respect to any new Trademarks. Without limiting Grantors' obligations under this Section 5, upon the occurrence and during the continuation of an Event of Default, Grantors hereby authorize Agent unilaterally to modify this Supplement by amending Schedule I to include any such new Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Supplement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Supplement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the

term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Supplement or any Other Document refer to this Supplement or such Other Document, as the case may be, as a whole and not to any particular provision of this Supplement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Supplement unless otherwise specified. Any reference in this Supplement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.


8. CHOICE OF LAW. This Supplement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

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

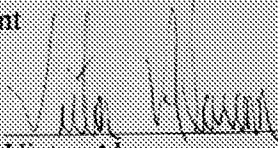
GRANTOR:

BAZZINI LLC

By: 
Name: Rocco Damato
Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Victor Alarcon
Title: Senior Vice President