

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Damascus Bakery, Inc.		10/27/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital One, N.A., as Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5340754	THERE'S NO BRED LIKE HOME	
Registration Number:	5340753	OUR BRED YOUR IMAGINATION	
Registration Number:	5340745	BRED WITH A BROOKLYN ACCENT	
Registration Number:	5751639	56 GOLD	
Registration Number:	4934309	DUMBO	
Registration Number:	4736165	BROOKLYN BRED	
Registration Number:	4625765	BRED IN BROOKLYN	
Registration Number:	4353531	DAMASCUS	
Registration Number:	4265838	KEEPING WELL BEATS GETTING WELL	
Registration Number:	4227055	PORTION SENSE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$265.00 5340754

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/28/2022
Total Attachments: 5 source=10-28-2022 Capital_One_NA_as_Agent_US_Trademark_Filings_142317#page1.tif source=10-28-2022 Capital_One_NA_as_Agent_US_Trademark_Filings_142317#page2.tif source=10-28-2022 Capital_One_NA_as_Agent_US_Trademark_Filings_142317#page3.tif source=10-28-2022 Capital_One_NA_as_Agent_US_Trademark_Filings_142317#page4.tif source=10-28-2022 Capital_One_NA_as_Agent_US_Trademark_Filings_142317#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among by and among DAMASCUS BAKERY OPCO, LLC, a New Jersey limited liability company (“DB OPCO”; and together with each other Person that becomes a “Borrower” party from time to time thereto, individually a “*Borrower*” and collectively, the “*Borrowers*”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, 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 the Borrowers; 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 Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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 Agent for the benefit of the Secured Parties, and grants to 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, 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 anything to the contrary, the "Trademark Collateral" excludes any Excluded Property.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms of the Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably 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.

[SIGNATURE PAGES FOLLOW]

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.

DAMASCUS BAKERY, INC.

as Grantor

By:  _____

Name: David Mafoud


Title: Vice President

[Signature Page to Trademark Security Agreement—Damascus Bakery, Inc.]

TRADEMARK
REEL: 007879 FRAME: 0348

ACCEPTED AND AGREED as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 

Name: Edgar Abreu
Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	GRANTOR	APP./REG. NO.	APP./REG DATE	COUNTRY
THERE'S NO BRED LIKE HOME	Damascus Bakery, Inc.	Reg. 5,340,754	11/21/2017	USA
OUR BRED YOUR IMAGINATION	Damascus Bakery, Inc.	Reg. 5,340,753	11/21/2017	USA
BRED WITH A BROOKLYN ACCENT	Damascus Bakery, Inc.	Reg. 5,340,745	11/21/2017	USA
56 GOLD	Damascus Bakery, Inc.	Reg. 5,751,639	05/14/2019	USA
DUMBO (abandoned)	Damascus Bakery, Inc.	Reg. 4,934,309	4/5/2016	USA
BROOKLYN BRED	Damascus Bakery, Inc.	Reg. 4,736,165	5/12/2015	USA
BRED IN BROOKLYN	Damascus Bakery, Inc.	Reg. 4,625,765	10/21/2014	USA
DAMASCUS	Damascus Bakery, Inc.	Reg. 4,353,531	6/18/2013	USA
KEEPING WELL BEATS GETTING WELL	Damascus Bakery, Inc.	Reg. 4,265,838	12/25/2012	USA
PORTION SENSE	Damascus Bakery, Inc.	Reg. 4,227,055	10/16/2012	USA

2. TRADEMARK APPLICATIONS

None.