

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertullo Imports LLC		12/01/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6747262	NAKANOODLE	
Registration Number:	6310041	VERTULLO	
Registration Number:	5493508	VERTULLO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	Morgan Roth		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Project Italy		
NAME OF SUBMITTER:	Morgan Roth		
SIGNATURE:	/s/ Morgan Roth		
DATE SIGNED:	12/01/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2022, is made by Vertullo Imports LLC, a New York limited liability company (the “**Grantor**”), in favor of ALTER DOMUS (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 1, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Italy Acquisition LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Initial Borrower**”), upon consummation of the Closing Date Assumption (as defined in the Credit Agreement), Vertullo Imports LLC, a New York limited liability company (the “**Borrower**”), Italy Intermediate Holdings LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Initial Holdings**”) as a guarantor, the other guarantors listed on the signature pages thereto (together with Holdings, the “**Guarantors**”), and any other direct and indirect subsidiaries of Holdings/Borrower from time to time hereafter made parties thereto (together with the Borrower and the Guarantors, collectively, the “**Grantors**” and singularly a “**Grantor**”), the Lenders party thereto, and Administrative Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

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

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby grants to the Administrative 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 United States trademark registrations and applications, including 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 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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 5. 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.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, 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.

VERTULLO IMPORTS LLC,
as Grantor

By: 

Name: Mark Paolano

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

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ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007905 FRAME: 0808

Schedule 1

Trademarks

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
VERTULLO IMPORTS LLC	NAKANOODLE	88708791	27-NOV-2019	6747262	31-MAY-2022
VERTULLO IMPORTS LLC	VERTULLO	88685518	08-NOV-2019	6310041	30-MAR-2021
VERTULLO IMPORTS LLC	VERTULLO	87422942	24-APR-2017	5493508	12-JUN-2018
VERTULLO IMPORTS LLC	PASTA JOE	86178800	29-JAN-2014	4596766	02-SEP-2014
VERTULLO IMPORTS LLC	SARO'S PASTA	85961573	17-JUN-2013	4486428	18-FEB-2014
VERTULLO IMPORTS LLC	SEVIROLI BAMBINI TORTELLINI	85366793	08-JUL-2011	4407527	24-SEP-2013
VERTULLO IMPORTS LLC	RAVZAGNA	85246107	18-FEB-2011	4614088	30-SEP-2014
VERTULLO IMPORTS LLC	MAC-A-ROLI	77395969	13-FEB-2008	3693433	06-OCT-2009
VERTULLO IMPORTS LLC	ONE BITE AND YOU KNOW IT'S AUTHENTIC	77370500	14-JAN-2008	3541559	02-DEC-2008
VERTULLO IMPORTS LLC	FROM OUR FAMILY TO YOURS, ONLY THE BEST WILL DO	77370503	14-JAN-2008	4029079	20-SEP-2011
VERTULLO IMPORTS LLC	SEVIROLI	77003345	20-SEP-2006	3257567	03-JUL-2007
VERTULLO IMPORTS LLC	SEVIROLI	78954517	17-AUG-2006	3545414	09-DEC-2008
VERTULLO IMPORTS LLC	SEVIROLI FOODS	78649431	13-JUN-2005	3188852	26-DEC-2006
VERTULLO IMPORTS LLC	SEVIROLI	76360816	09-JAN-2002	2649272	12-NOV-2002

VERTULLO IMPORTS LLC	ITALIAN FEAST	74654296	31- MAR- 1995	2152709	21- APR- 1998
VERTULLO IMPORTS LLC	SEVIROLI (in block letters)	1142430 (Mexico)	02- MAY- 2014	1469707	11-JUL- 2014
VERTULLO IMPORTS LLC	D'ORAZIO	1713181 (Australia)	10- AUG- 2015	1713181	10- AUG- 2015
VERTULLO IMPORTS LLC	D'ORAZIO	73/234040	05-OCT- 1979	1145518	06-JAN- 1981

Schedule 1-2