

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rastelli Brothers, Inc.		10/25/2022	Corporation: NEW JERSEY
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: PENNSYLVANIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97277909	4 PASTURES CATTLE COMPANY	
Registration Number:	6725708	AMERICA'S PERSONAL BUTCHER	
Serial Number:	97452299	FARM TO BUTCHER TO TABLE	
Registration Number:	6429189	OAK VALLEY FARMS	
Serial Number:	97452297	RASTELLI	
Serial Number:	97452295	RASTELLI FOODS GROUP	
Serial Number:	97448154	RASTELLI'S	
Serial Number:	97098828	ROOTS BY RASTELLI'S	
Serial Number:	97173274	SCUDO & SON	
Serial Number:	77352762	THE PERFECT GOURMET	
Serial Number:	85980860	THREE JERKS	
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 (0074658-19150 F.M.)		
Address Line 1:	Blank Rome LLP		

OP \$290.00 97277909

Address Line 2: One Logan Square. 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-19150

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 10/27/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 25th day of October, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the 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 Revolving Credit, Term Loan and Security Agreement, dated as of December 31, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rastelli Brothers, Inc., a New Jersey corporation ("Rastelli", together with each other Person from time to time joined thereto as a "Borrower", and all of their respective permitted successors and assigns, collectively, the "Borrowers" and each a "Borrower"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and each individually a "Lender"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the Lenders (PNC, in such capacity, "Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

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

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 Secured Parties, 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, service mark applications, trade names, trade styles, domain name, mask works and associated goodwill (collectively, "Trademarks"), and any license to which such Grantor is a party for any of the foregoing (each such license, a "License"), including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement 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 or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, 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 and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon 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. REGISTRATION/FILING. The Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office (the "USPTO").

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall acquire rights, title or interest to any new Trademark Collateral, each Grantor hereby covenants and agrees to deliver to Agent promptly, but in no event later than thirty (30) days after acquiring such new Trademark Collateral, a new Trademark Security Agreement (a "New Agreement") listing all such newly acquired Trademark Collateral on Schedule I thereto, which such New Agreement shall be filed and recorded with the USPTO. Regardless of whether any New Agreement is delivered by Grantors, and without limiting the generality of the provisions of Section 2 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Trademark Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder. In the event that any Grantor acquires any such new Trademark Collateral but Grantors fail for whatever reason to promptly execute and deliver a New Agreement to Agent pursuant to this Section 6 and provided that Agent shall have given such Grantor notice and ten (10) Business Days to deliver such New Agreement, each Grantor hereby authorizes Agent after the expiration of such ten (10) day notice period, acting under its Power of Attorney granted pursuant to Section 7 below, to at any time thereafter execute in the name of such Grantor an applicable New Agreement with respect to such newly acquired Trademark Collateral and to file the same with the USPTO.

7. POWER OF ATTORNEY. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) subject to Section 6

hereof, to execute and endorse on behalf of and in the name of such Grantor a New Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such New Agreement or other security agreement or similar document or instrument with the USPTO in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default beyond the expiration of any applicable grace or cure periods, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

10. GOVERNING LAW. Section 16.1 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

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

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.

GRANTORS:

RASTELLI BROTHERS, INC. a New Jersey corporation

By: 

Name: Raymond M. Rastelli, Jr.

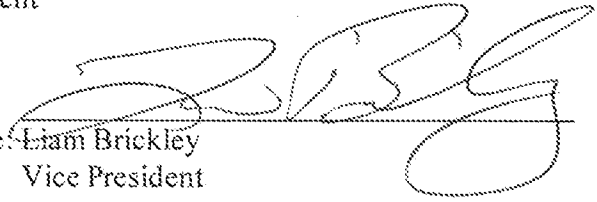
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007908 FRAME: 0794

ACCEPTED AND
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Liam Brickley
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007908 FRAME: 0795

SCHEDULE I
to
Trademark Security Agreement

Licenses: **None.**

Trademarks:

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner Name
PASTURES CATTLE COMPANY	97277909	22-Feb-2022	N/A	N/A	Pending	Rastelli Brothers, Inc. DBA Rastelli Foods Group
AMERICA'S PERSONAL BUTCHER	90100641	07-Aug-2020	6725708	24-May-2022	Registered	Rastelli Brothers, Inc. DBA Rastelli Foods Group
FARM TO BUTCHER TO TABLE	97452299	10-Jun-2022	N/A	N/A	Pending	Rastelli Brothers, Inc. DBA Rastelli Foods Group
OAK VALLEY FARMS	88729695	17-Dec-2019	6429189	20-Jul-2021	Registered	Rastelli Brothers, Inc. DBA Rastelli Foods Group
RASTELLI	97452297	10-Jun-2022	N/A	N/A	Pending	Rastelli Brothers, Inc. DBA Rastelli Foods Group
RASTELLI FOODS GROUP	97452295	10-Jun-2022	N/A	N/A	Pending	Rastelli Brothers, Inc. DBA Rastelli Foods Group
RASTELLI'S	97448154	08-Jun-2022	N/A	N/A	Pending	Rastelli Brothers, Inc. DBA Rastelli Foods Group
ROOTS BY RASTELLI & Design	97098828	29-Oct-2021	N/A	N/A	Published	Rastelli Brothers, Inc. DBA Rastelli Foods Group
SCUDO & SON	97173274	15-Dec-2021	N/A	N/A	Pending	Rastelli Brothers, Inc. DBA Rastelli Foods Group
THE PERFECT GOURMET	77352762	14-Dec-2007	3670165	18-Aug-2009	Registered	Rastelli Brothers, Inc. DBA Rastelli Foods Group
THREE JERKS	85980860	06-Feb-2013	4496318	11-Mar-2014	Registered	Rastelli Brothers, Inc. DBA Rastelli Foods Group

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REEL: 007908 FRAME: 0796

RECORDED: 10/27/2022