

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Table Talk Pies, Inc.		12/23/2022	Corporation: DELAWARE
Pieco. Holdings, Inc.		12/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Country Bank for Savings		
Street Address:	15 South Street		
City:	Ware		
State/Country:	MASSACHUSETTS		
Postal Code:	01082		
Entity Type:	Massachusetts banking institution: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3488194	FRISBIE'S	
Registration Number:	1512918	TABLE TALK	
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:	6177576506		
Email:	trademark@bowditch.com		
Correspondent Name:	Heather Balmat		
Address Line 1:	311 Main Street, PO Box 15156		
Address Line 4:	Worcester, MASSACHUSETTS 01615-0156		
NAME OF SUBMITTER:	Heather E Balmat		
SIGNATURE:	/Heather E Balmat/		
DATE SIGNED:	12/27/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), dated as of December 23, 2022, is by and among **PIECO. HOLDINGS, INC.** a Delaware corporation, having a principal address at 58 Gardner Street, Worcester, Massachusetts 01610 (“**Holdings**”) and **TABLE TALK PIES, INC.** (“**Table Talk**”), a Delaware corporation, at 15 South Street, Ware, Massachusetts 01082 at 58 Gardner Street, Worcester, Massachusetts 01610 (Holdings and Table Talk are individually and collectively referred to herein as the “**Debtors**” and each a “**Debtor**”), and **COUNTRY BANK FOR SAVINGS**, a Massachusetts banking institution having a principal address at 15 South Street, Ware, Massachusetts 01082 (the “**Secured Party**”).

Debtors, jointly and severally, and Secured Party hereby agree as follows:

SECTION 1. **Definitions; Interpretation.**

(a) **Terms Defined in Loan and Security Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“**Collateral**” has the meaning set forth in § 2.

“**Loan and Security Agreement**” means that certain Loan and Security Agreement, dated as of even date herewith, between the Debtors and the Secured Party, as from time to time amended, modified, supplemented, restated or replaced.

“**PTO**” means the United States Patent and Trademark Office.

“**UCC**” means the Uniform Commercial Code as in effect in The Commonwealth of Massachusetts.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by any Debtors; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan and Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations (as defined the Loan and Security Agreement), Debtors hereby grant to Secured Party a security interest in, and a mortgage upon, all of Debtors' right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which any of the Debtors now have or hereafter own, acquire or develop an interest and wherever located (collectively, the "**Collateral**"):

(i) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) The entire goodwill of or associated with the business now or hereafter conducted by Debtors connected with and symbolized by any of the aforementioned properties and assets;

(iii) All general intangibles and all intangible intellectual or other similar property of Debtors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; provided that, the foregoing shall not include "intent to use" trademarks.

(b) **Continuing Security Interest.** Each of the Debtors agree that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with § 11.

SECTION 3. Supplement to Loan and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan and Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the Loan and Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. **Representations and Warranties.** Debtors each represent and warrant to Secured Party that:

(a) **Trademarks.** As of the date hereof, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by any of the Debtors, in whole or in part, is set forth in **Schedule A**.

SECTION 5. **Further Acts.** On a continuing basis, Debtors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such commercially reasonable action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtors' compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtors. In addition, Debtors authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

SECTION 6. **Authorization to Supplement.** If Debtors shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtors' obligations under this § 6, each of the Debtors authorizes Secured Party to modify this Agreement by amending **Schedule A** to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors, Secured Party and their respective successors and assigns. Debtors may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan and Security Agreement.

SECTION 8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Massachusetts.

SECTION 9. **Entire Agreement; Amendment.** This Agreement and the Loan and Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement. Notwithstanding

the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in § 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan and Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan and Security Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtors' expense) shall promptly execute and deliver to Debtors such documents and instruments reasonably requested by Debtors as shall be necessary to evidence termination of all such security interests given by Debtors to Secured party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Each of the Debtors acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors each agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan and Security Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PIECO. HOLDINGS, INC.

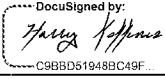
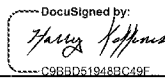
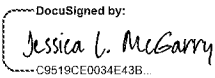
By: 
Name: Harry Kokkinis
Title: President and Treasurer

TABLE TALK PIES, INC.

By: 
Name: Harry Kokkinis
Title: President and Treasurer

COUNTRY BANK FOR SAVINGS

By: 
Name: Jessica L. McGarry
Title: First Vice President

SCHEDULE A
to the Trademark Security Agreement

Debtors: Pieco. Holdings, Inc. and Table Talk Pies, Inc.

U.S. Trademarks Registrations of Debtors

United States Patent and Trademark Office Registration Number 3488194 for “Frisbie’s” (in a stylized design).

United States Patent and Trademark Office Registration Number 1512918 for “Table Talk”.

