

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI16469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seviroli Foods LLC		01/29/2024	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Alter Domus (US) LLC, as Administrative Agent		
<b>Street Address:</b>	225 W Washington Street   9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2110455	BERNARDI	
<b>Registration Number:</b>	2111859	BERNARDI FROZEN ITALIAN SPECIALTIES	
<b>Registration Number:</b>	2955545	GARDEN TRIO TORTELLINI	
<b>Registration Number:</b>	4049438	GRÁND-É-OLI'S	
<b>Registration Number:</b>	1091510	MONA'S	
<b>Registration Number:</b>	2026741	MONA'S	
<b>Registration Number:</b>	2142920	ROTANELLI'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	4045723428		
<b>Email:</b>	AAmicoOlchaskey@KSLAW.com		
<b>Correspondent Name:</b>	Angela Amico Olchaskey		
<b>Address Line 1:</b>	1180 Peachtree Street, NE   Suite 1600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	02176.515053		
<b>NAME OF SUBMITTER:</b>	Angela Olchaskey		
<b>SIGNATURE:</b>	Angela Olchaskey		

CH \$190.00.00 75104401

<b>DATE SIGNED:</b>	02/09/2024
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2024, is made by SEVIROLI FOODS 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.

### WITNESETH:

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”), among Italy Acquisition LLC, a Delaware limited liability company (“Holdings”), the Grantor, and the other direct and indirect subsidiaries of Holdings and the Grantor from time to time party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have severally agreed to make extensions of credit to Borrower (as defined in the Credit Agreement) 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.

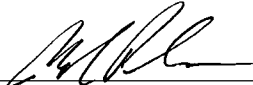
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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]

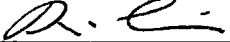
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SEVIROLI FOODS LLC,  
as Grantor

By:   
Name: Mark Paolano  
Title: Vice President and Secretary

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: 008341 FRAME: 0363**

SCHEDULE I

Trademarks

Owner	Trademark	App No.	App Date.	Reg. No.	Reg Date.
Seviroli Foods LLC	BERNARDI	75104401	05/15/1996	2110455	11/04/1997
Seviroli Foods LLC	 BERNARDI DESIGN1	75123925	06/24/1996	2111859	11/11/1997
Seviroli Foods LLC	GARDEN TRIO TORTELLINI	78177373	10/23/2002	2955545	05/24/2005
Seviroli Foods LLC	GRAND-E-OLI'S	76668710	11/08/2006	4049438	11/01/2011
Seviroli Foods LLC	MONA'S	73121322	04/04/1977	1,091,510	05/16/1978
Seviroli Foods LLC	 mona's design	75010733	10/26/1995	2,026,741	12/31/1996
Seviroli Foods LLC	ROTANELLI'S	75344174	08/20/1997	2142920	03/10/1998