

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435579

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOVOS BRANDS INTERMEDIATE, INC.		07/18/2017	Corporation: DELAWARE
BOTTOM LINE FOOD PROCESSORS, INC.		07/18/2017	Corporation: DELAWARE
RAO'S SPECIALTY FOODS, INC.		07/18/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A.
Street Address:	28 STATE STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2060382	MICHAEL ANGELO'S
Registration Number:	1668677	MICHAEL ANGELO'S
Registration Number:	1673054	MICHAEL ANGELO'S
Registration Number:	2519760	THE ART OF ITALIAN CUISINE
Registration Number:	2725489	MICHAEL ANGELO'S MINI'S
Registration Number:	2692831	MICHAEL ANGELO'S
Registration Number:	2826937	MICHAEL ANGELO'S
Registration Number:	2956659	MICHAEL ANGELO'S
Registration Number:	3195921	
Registration Number:	3200707	
Registration Number:	3195920	
Registration Number:	3306554	
Registration Number:	3418356	UNCLE GIUSEPPE'S
Registration Number:	3938437	SO UNBELIEVABLY GOOD YOU WON'T BELIEVE I
Registration Number:	4248245	UNCOMPROMISINGLY ITALIAN

CH \$915.00 2060382

Property Type	Number	Word Mark
Registration Number:	4082376	THE WAY WE'VE ALWAYS DONE IT
Registration Number:	4047192	ITALIAN NATURAL CUISINE
Registration Number:	4162571	SMALL BATCH FROM SCRATCH
Registration Number:	4352726	MICHAEL ANGELO'S
Registration Number:	4653514	MICHAEL ANGELO'S
Registration Number:	1990486	RAO'S HOMEMADE SINCE 1896
Registration Number:	1793249	RAO'S HOMEMADE IT'S THE SAUCE
Registration Number:	3288234	DINNER TO GO
Registration Number:	3296297	RAO'S
Registration Number:	3289527	RAO'S
Registration Number:	4575155	RAO'S SPECIALTY FOODS, INC.
Registration Number:	4419762	TWIST YOUR WRIST
Registration Number:	4132021	RAO'S
Registration Number:	3863034	RAO'S HOMEMADE SINCE 1896
Registration Number:	3576143	RAO'S
Registration Number:	3576144	RAO'S
Registration Number:	3580434	CUORE DI POMODORO
Registration Number:	2933302	RAO'S HOMEMADE
Registration Number:	2819390	RAO'S HOMEMADE
Registration Number:	2840596	BRINGING THE EXTRAORDINARY HOME
Registration Number:	2635671	RAO'S HOMEMADE SINCE 1896

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 2165867021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 741887-600088

NAME OF SUBMITTER: DANIEL PULJIC

SIGNATURE: /Daniel Puljic/

DATE SIGNED: 07/18/2017

Total Attachments: 6

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 18, 2017, by Sovos Brands Intermediate, Inc., a Delaware corporation (the "Borrower"), Bottom Line Food Processors, Inc., a Delaware corporation ("Bottom Line") and Rao's Specialty Foods, Inc., a New York corporation ("Rao's" and, together with the Borrower and Bottom Line, each a "Grantor" and collectively, the "Grantors"), in favor of CITIZENS BANK, N.A., in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into that certain Pledge and Security Agreement, dated as of July 18, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Sovos Brands Holdings, Inc., a Delaware corporation ("Holdings"), the Borrower, each Subsidiary of the Borrower party thereto and the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantors do hereby pledge and assign to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

At such time as all of the Secured Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors, at Grantors' sole cost and expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the Collateral.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

SOVOS BRANDS INTERMEDIATE, INC.
BOTTOM LINE FOOD PROCESSORS, INC.
RAO'S SPECIALTY FOODS, INC.

By: 

Name: Todd R. Lachman

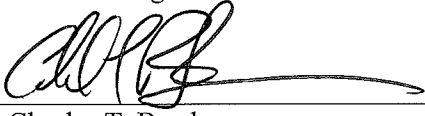
Title: President

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

SOVOS BRANDS INTERMEDIATE, INC.
BOTTOM LINE FOOD PROCESSORS, INC.
RAO'S SPECIALTY FOODS, INC.




By: _____
Name: Todd R. Lachman
Title: President


CITIZENS BANK, N.A.,
as Administrative Agent

By:  _____
Name: Charles T. Bender
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

Trademark	Registration No.	Registered Owner
MICHAEL ANGELO'S	2,060,382	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	1,668,677	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	1,673,054	Bottom Line Food Processors, Inc.
THE ART OF ITALIAN CUISINE	2,519,760	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S MINIS	2,725,489	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,692,831	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,826,937	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	2,956,659	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,195,921	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,200,707	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
	3,195,920	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.

	3,306,554	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
<i>Uncle Giuseppe's</i>	3,418,356	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
SO UNBELIEVEABLY GOOD YOU WON'T BELIEVE IT CAME FROM THE FREEZER	3,938,437	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
UNCOMPRISINGLY ITALIAN	4,248,245	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
THE WAY WE'VE ALWAYS DONE IT	4,082,376	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
ITALIAN NATURAL CUISINE	4,047,192	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
SMALL BATCH FROM SCRATCH	4,162,571	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	4,352,726	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
MICHAEL ANGELO'S	4,653,514	Bottom Line Food Processors, Inc. DBA Michael Angelo's Gourmet Foods, Inc.
RAO'S HOMEMADE SINCE 1896 & DESIGN	1,990,486	Rao's Specialty Foods, Inc.
RAO'S HOMEMADE IT'S THE SAUCE	1,793,249	Rao's Specialty Foods, Inc
DINNER TO GO	3,288,234	Rao's Specialty Foods, Inc
RAO'S & OVAL DESIGN	3,296,297	Rao's Specialty Foods, Inc
RAO'S & ARCH DESIGN	3,289,527	Rao's Specialty Foods, Inc
RAO'S SPECIALTY FOODS, INC. & DESIGN	4,575,155	Rao's Specialty Foods, Inc
TWIST YOUR WRIST	4,419,762	Rao's Specialty Foods, Inc
RAO'S	4,132,021	Rao's Specialty Foods, Inc

RAO'S HOMEMADE SINCE 1896	3,863,034	Rao's Specialty Foods, Inc
RAO'S & RED DESIGN	3,576,143	Rao's Specialty Foods, Inc
RAO'S & RED DESIGN 2	3,576,144	Rao's Specialty Foods, Inc
CUORE DI POMODORO	3,580,434	Rao's Specialty Foods, Inc
RAO'S HOMEMADE	2,933,302	Rao's Specialty Foods, Inc
RAO'S HOMEMADE (TYPESET WORDS)	2,819,390	Rao's Specialty Foods, Inc
BRINGING THE EXTRAORDINARY HOME	2,840,596	Rao's Specialty Foods, Inc
RAO'S HOMEMADE SINCE 1896 & SKETCH DESIGN	2,635,671	Rao's Specialty Foods, Inc

Trademark Applications

None.