

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRACALENTE'S MANUFACTURING CO., INC.		10/27/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	602 Office Center Drive, Suite 100		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2417827	B	
Registration Number:	6718342	THE BRACALENTE EDGE	
Registration Number:	6836744	BRACALENTE MANUFACTURING GROUP	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	2158648352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	10/27/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated October 27, 2022 (this “Agreement”), by and among **BRACALENTE’S MANUFACTURING CO., INC.**, a Pennsylvania corporation (“Grantor”) and **CITIZENS BANK, N.A.** (the “Lender”).

Reference is made to that certain Loan and Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the “Loan Agreement”) dated as of the date hereof by and among Grantor, Bracalente Global, Ltd., a Pennsylvania corporation (“BGL”), Bracalente Holding Company, LLC, a Delaware limited liability company (“BHC”), Bracalente’s Land Company, LLC a Pennsylvania limited liability company (“BLC”), and Bracalente Equipment Company, LLC, a Pennsylvania limited liability company (“BEC”, and, together with Grantor, BGL, BHC, and BLC, and each other Person joined thereto as a borrower from time to time, each a “Borrower” and collectively, “Borrowers”) and Lender. The obligation of the Lender to make Advances under the Loan Agreement is subject to the condition, among others, that the Grantor execute and deliver this Agreement. The Grantor party hereto is a Borrower and will derive substantial benefits from the extension of credit contemplated by the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement, as applicable. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule I;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill;
and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties,

income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

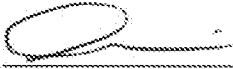
BRACALENTE'S MANUFACTURING CO., INC.

By: 

Name: Ronald S. Bracalente

Title: President

CITIZENS BANK, N.A.

By: 
Name: A.J. McIVER
Title: Senior Vice President

SCHEDULE I

Trademarks

Trademark	Jurisdiction	Applicant/ Registrant	Status	Application Date	Registration Number	Registration Date
B and Design	United States of America	Bracalente's Manufacturing Co., Inc.	Registered		2,417,827	
The Bracalente Edge	United States of America	Bracalente's Manufacturing Co., Inc.	Registered		6,718,342	
Bracalente Manufacturing Group	United States of America	Bracalente's Manufacturing Co., Inc.	Registered		6,836,744	

Trademark Applications

None.

Trademark Licenses

None.