

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLONNA BROTHERS, INC.		12/29/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	210 Lake Drive East, Suite 102		
City:	Cherry Hill		
State/Country:	NEW JERSEY		
Postal Code:	08002		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	0658844	COLONNA	
Registration Number:	3126684	COLONNA ITALIAN KITCHEN	
Registration Number:	1390147	HERAKLES	
Registration Number:	2184205	OLD WORLD	
Registration Number:	3650321	OLD WORLD	
Registration Number:	4207763	MICHELLE'S FARMS	
Registration Number:	3613623	PANE D'ORO	
Registration Number:	4576224	RISPARMIO	
Registration Number:	3167392	COLONNA	
Registration Number:	3082723	SPICE FARMS	
Registration Number:	4625573	MICHELLE'S FARMS	
Registration Number:	5125080	POPE	
Registration Number:	5242820	POPE	
Registration Number:	5846015	SIMPLE INGREDIENTS. SIMPLY BETTER	
Registration Number:	4485538	RISPARMIO	
Serial Number:	98217251	MONTINI	
Serial Number:	98281677	MICHELLE FARMS	
CORRESPONDENCE DATA			

CH \$440.00 0658844

Fax Number:

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	106896-01050
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NAME OF SUBMITTER:	Kareem Ansley
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SIGNATURE:	/Kareem Ansley/
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DATE SIGNED:	12/29/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of December 29, 2023, among the Grantors listed on the signature pages hereof (each individually, a “**Grantor**” and collectively, the “**Grantors**”) and Manufacturers and Traders Trust Company, in its capacity as Administrative Agent and Collateral Agent (in such capacity, “**Agent**”), for the Lenders (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), dated as of the date hereof, by and among COLONNA BROTHERS, INC., a New Jersey corporation (the “**Colonna Brothers Borrower**”, together with each of its Subsidiaries joined thereto from time to time after the Closing Date upon the written agreement of the Colonna Brothers Borrower as an ABL Borrower from time to time, collectively, the “**ABL Borrowers**” and each an “**ABL Borrower**”), 51ST STREET REALTY, LLC, a New Jersey limited liability company (the “**51st Street Borrower**”), 1615 REALTY COMPANY, LLC, a New Jersey limited liability company (the “**1615 Borrower**”, together with the 51st Street Borrower, collectively, the “**Real Estate Borrowers**” and each a “**Real Estate Borrower**”, and together with the ABL Borrowers, collectively, the “**Borrowers**” and each a “**Borrower**” and sometimes referred to herein collectively as the “**Loan Parties**” and each a “**Loan Party**”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and 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 Loan Agreement, Grantors are required to execute and deliver to Agent for the benefit of Lenders, this Trademark Security 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent for the benefit of Lenders, a continuing first priority security interest in 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, trade names, and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those referred to on Schedule I hereto;

(b) all 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, this Trademark Security 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 Grantors. Upon release and satisfaction of the Loan Agreement, Agent shall deliver to Borrower a release of this Agreement and authorize Borrower or its designees to file such release in accordance with instructions provided by Agent.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral and, without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Section 1.3 of the Loan Agreement is hereby incorporated by reference, *mutatis mutandis*.

8. GOVERNING LAW. Section 17.1 of the Loan Agreement is hereby incorporated by reference, *mutatis mutandis*.

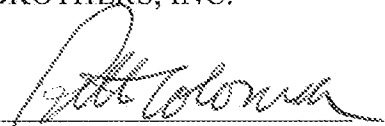
[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTOR:

COLONNA BROTHERS, INC.

By:

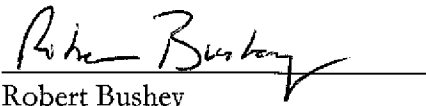


Name: Peter Colonna

Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Agent

By: 
Name: Robert Bushey
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008304 FRAME: 0319

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Class	Description of Trademark	Registration Date/(Application Date)	Registration Number/(Application Number)
Colonna Brothers, Inc.	29	COLONNA stylized	2/25/1958	0658844
Colonna Brothers, Inc.	29	COLONNA ITALIAN KITCHEN	8/8/2006	3126684
Colonna Brothers, Inc.	30	HERAKLES	4/15/1986	1390147
Colonna Brothers, Inc.	30	OLD WORLD	8/5/1998	2184205
Colonna Brothers, Inc.	29	OLD WORLD	7/7/2009	3650321
Colonna Brothers, Inc.	29	MICHELLE'S FARMS	9/11/2012	4207763
Colonna Brothers, Inc.	30	PANE D'ORO	4/28/2009	3613623
Colonna Brothers, Inc.	29	RISPARMIO	7/29/2014	4576224
Colonna Brothers, Inc.	29, 30	COLONNA	11/7/2006	3167392
Colonna Brothers, Inc.	30	SPICE FARMS	4/18/2006	3082723
Colonna Brothers, Inc.	30	MICHELLE'S FARMS	10/21/2014	4625573
Colonna Brothers, Inc.	29	POPE	1/17/2017	5125080
Colonna	30	POPE	7/11/2017	5242820

Brothers, Inc.				
Colonna Brothers, Inc.	29, 30	SIMPLE INGREDIENTS. SIMPLY BETTER	8/27/2019	5846015
Colonna Brothers, Inc.		MONTINI	10/10/2023	98217251
Colonna Brothers, Inc.		RISPARMIO	02/18/2014	4485538
Colonna Brothers, Inc.		MICHELLE FARMS	11/22/2023	98281677

Signature Page to Trademark Security Agreement

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