

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F&R IP Inc.		02/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	185 Asylum Street		
Internal Address:	CityPlace I, 35th Fl., CT2-500-35-02		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5382532	CHEF'S CHOICE	
Registration Number:	5746158	MEATBALL MADNESS	
Registration Number:	5953952	ROSINA REAL ITALIAN STYLE	
Registration Number:	4859792	SAPORE GRANDE	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1428636.00048		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	02/07/2020		

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Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of February 7, 2020, and is between F&R IP Inc., a Delaware corporation (the "Grantor"), and Bank of America, N.A., as agent on behalf of the Lenders under the Loan Agreement referenced below (the "Agent").

This Agreement is a supplement to that certain Trademark Security Agreement dated as of March 18, 2015, between the Grantor and the Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the Ninth Amendment Effective Date, the "Existing Trademark Security Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below), unless otherwise specified.

WITNESSETH:

WHEREAS, Rosina Food Products, Inc., a New York corporation, as borrower (the "Borrower"), the Grantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Agent were originally parties to that certain Loan and Security Agreement dated as of March 18, 2015, (as previously amended from time to time prior to the Ninth Amendment Effective Date, the "Original Loan Agreement");

WHEREAS, pursuant to the Original Loan Agreement, the Grantor granted to the Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined in the Existing Trademark Security Agreement), the Additional Trademark Collateral (as defined below), and all Collateral, in each case whether now owned or existing or hereafter acquired or arising, to secure the payment and performance of all Obligations of the Grantor under the Original Loan Agreement;

WHEREAS, the Borrower, the Grantor, the other Guarantors, 3100 Clinton Street, LLC, a New York limited liability company ("3100 Clinton Street"), and the Agent are entering into that certain Amendment No. 9 and Joinder to Loan and Security Agreement dated as of the date hereof (the "Ninth Amendment"), which Ninth Amendment amends the Original Loan Agreement to, among other things, (i) add 3100 Clinton Street as an additional Guarantor under the Loan Agreement, (ii) increase the aggregate Revolver Commitments and extend the Revolver Termination Date, and (iii) modify certain of the restrictions applicable to 3100 Clinton Street set forth in the Loan Agreement (the Original Loan Agreement, as amended by the Ninth Amendment, and as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, the parties to the Loan Agreement contemplate and intend that the Agent shall have all rights of a secured party in and to the Trademark Collateral and the Additional Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral and Additional Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Grant of Security Interest in Additional Trademark Collateral

As security for the Obligations, the Grantor hereby grants to the Agent, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Additional Trademark Collateral").

Section 2. Security for Obligations

This Agreement secures, and the Additional Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 3. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Additional 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 4. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 5. Miscellaneous

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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 agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

F&R IP INC.

By: 

Name: Russell A. Conigliano

Title: President & CEO

AGENT:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name: Matthew A. Bourgeois

Title: Senior Vice President

[BABC – Rosina – Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006859 FRAME: 0295

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

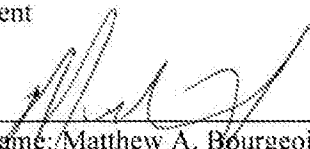
GRANTOR:

F&R IP INC.

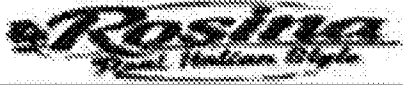
By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A.,
as Agent

By:  _____
Name: Matthew A. Bourgeois
Title: Senior Vice President

SCHEDULE A
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARKS

Name of Grantor	Trademark	Registration Number
F&R IP Inc.	CHEF'S CHOICE	5,382,532
F&R IP Inc.	MEATBALL MADNESS	5,746,158
F&R IP Inc.		5,953,952
F&R IP Inc.	SAPORE GRANDE	4,859,792