

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Seasoned Palate, Inc.		08/05/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Susquehanna Bank		
Street Address:	307 International Circle, Suite 600		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	state chartered commercial bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3268037	TSP SPICES SPICE ENLIGHTMENT	
Registration Number:	3528830	SMART SPICE	
CORRESPONDENCE DATA			
Fax Number:	(410)467-6629		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	410-366-1710		
Email:	gheyman@dackmanlaw.com		
Correspondent Name:	Gordon B. Heyman, Esquire		
Address Line 1:	2221 Maryland Avenue		
Address Line 4:	Baltimore, MARYLAND 21218		
ATTORNEY DOCKET NUMBER:	19056		
NAME OF SUBMITTER:	Gordon B. Heyman		
Signature:	/gbh/		
Date:	08/09/2009		

OP \$65.00 3268037

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 5th day of August, 2009, between THE SEASONED PALATE, INC, a Maryland corporation ("Grantor"), with its principal place of business located at 16 Willow Avenue, Towson, MD 21286 and SUSQUEHANNA BANK ("Grantee") located at 307 International Circle, Suite 600, Hunt Valley, MD 21030.

WHEREAS, Grantor is the owner of the trademarks listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Grantee has extended a loan to Grantor pursuant to the terms and conditions of that certain U.S. Small Business Administration dated the date hereof ("Note") made by Grantor in favor of Grantee;

WHEREAS, UNDER a Security Agreement and a Trademark Collateral Assignment and Security Agreement both dated the date hereof (collectively, the "Security Agreement") between Grantor and Grantee, Grantor has granted to Grantee a security interest in certain of its assets (including the Trademarks) to secure the performance of the obligations of Grantor under the Note; and

WHEREAS, Grantor and Grantee by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Grantee a security interest in all of Grantor's right, title and interest in, to, and under the Trademarks. Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the security interests in the Trademarks granted hereby are more fully set forth in the Note and the Security Agreement, the terms and provisions of which are incorporated herein by reference.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal laws.

(b) Creditor or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

SUSQUEHANNA BANK

THE SEASONED PALATE, INC.

Deborah P. Goldberg
Deborah P. Goldberg
Vice President

Katherine C. Luber
Katherine C. Luber
President

STATE OF MARYLAND)

COUNTY OF Baltimore)

Subscribed and sworn to this 5th day of August, 2009.

[Signature]
Notary Public
My Commission Expires 2/1/10



SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
tsp spices	3,268,037	June 7, 2006	July 24, 2007
Smart Spice	3,528,830	November 21, 2007	November 4, 2008