

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
Gourmet Kitchens, Inc.		04/08/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	New Century Bank
Street Address:	363 W. Ontario
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3067734	EVERYDAY DELI
Registration Number:	2778039	LAST MINUTE GOURMET
Serial Number:	78460586	EXPRESA LATINA
Registration Number:	3379300	EXPRESA LATINA
Registration Number:	3330563	JUST WAVE IT
Registration Number:	3280431	JUST TOSS IT
Registration Number:	3650867	JUST GRAB IT
Registration Number:	3573214	JUST GRAB IT
Registration Number:	3614619	JUST YUMMY
Serial Number:	77934944	JUST COOK IT
Serial Number:	77145613	JUST BAKE IT
Serial Number:	77888923	RSVP
Registration Number:	3531742	JUST TOP IT
Registration Number:	3531741	JUST SAUCE IT

OP \$590.00 3067734

900159482

**TRADEMARK
 REEL: 004184 FRAME: 0778**

Registration Number:	3330562	JUST GRILL IT
Serial Number:	78837788	SLIM GOURMET
Registration Number:	2957359	
Registration Number:	3439308	GOURMET KITCHENS, INC.
Registration Number:	3355930	GKI
Registration Number:	3355929	GKI
Registration Number:	3065472	EVERYDAY DELI
Registration Number:	2997934	LAST MINUTE GOURMET
Registration Number:	3751464	TRAVELING FARE

CORRESPONDENCE DATA

Fax Number: (312)876-0288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-876-7885
Email: jlgrubner@arnstein.com
Correspondent Name: Judith L. Grubner
Address Line 1: 120 S. Riverside Plaza, Ste. 1200
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	34849-0017
NAME OF SUBMITTER:	Judith L. Grubner
Signature:	/judith l. grubner/
Date:	04/13/2010

Total Attachments: 10
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FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (“**Fourth Amendment**”) is dated as of April 8, 2010 by and between Gourmet Kitchens, Inc. an Illinois Corporation (“**Borrower**”), and New Century Bank, an Illinois Banking Corporation together with its successors and assigns (the “**Lender**”).

A. The Borrower and Lender previously entered into that certain Loan and Security Agreement dated as of April 30, 2008 (the “**Original Loan Agreement**”) as amended by a First Amendment to Loan and Security Agreement dated October 24, 2008, a Second Amendment to Loan and Security Agreement dated March 25, 2009 and a Third Amendment to Loan and Security Agreement dated November 6, 2009. The Original Loan Agreement, First Amendment, Second Amendment and Third Amendment are hereinafter referred to collectively as the “**Loan Agreement**”.

B. Pursuant to the Loan Agreement, Lender has made three loans to Borrower which currently are outstanding as follows (the amounts set forth are the amounts due and owing Lender from Borrower as of April 7, 2010):

1. Mortgage Loan in the amount of \$7,733,107.02;
2. Revolving Loan in the amount of \$1,521,208.57; and
3. Term Loan in the amount of \$1,703,350.00.

C. The Revolving Loan is evidenced by a Revolving Loan Note dated April 30, 2008 in the original principal amount of \$2,350,000.00 executed by Borrower for the benefit of the Lender. The Revolving Loan Note has been amended as follows:

1. On March 15, 2009 by a First Amendment to Revolving Loan Note;
2. On August 5, 2009 by a Second Amendment to Revolving Loan Note; and
3. On September 18, 2009 by a Third Amendment to Revolving Loan Note.

D. On March 25, 2010, Lender delivered a Notice of Default to Borrower which notified Borrower that Borrower was in default under the Revolving Loan Note in the amount of \$367,000.00 per the Borrowing Base certificate delivered by Borrower to the Lender dated March 23, 2010.

E. On April 8, 2010, Borrower entered into a certain Forbearance Agreement (the “**Forbearance Agreement**”) with Lender pursuant to which: (i) Borrower requested and Lender agreed to forbear from resorting to the rights and remedies available to Lender under the Loan Documents (as defined in the Forbearance Agreement) with respect to the defaults referenced in the Notice of Default, on the terms and conditions as set forth in the Forbearance Agreement and (ii) Lender agreed to

advance Borrower up to a maximum of an additional \$300,000.00 under and pursuant to the terms of the Revolving Loan, as amended (the "**Additional Availability**").

F. Pursuant to the Forbearance Agreement, the Additional Availability is being funded as follows: the sum of \$200,000 from Lender and the sum of \$100,000 from the Participant Bank (as defined in the Forbearance Agreement).

G. Pursuant to Section 6.3 of the Original Loan Agreement, Borrower granted Lender a security interest in General Intangibles (as defined in the Original Loan Agreement) and the parties desire to record that security interest in General Intangibles with the United States Patent and Trademark Office.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Recitals. The above recitals constitute an integral part of this Agreement, evidencing the intent of the parties in executing this Agreement and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Agreement shall be construed in the light thereof.

2. Definitions. All capitalized terms used but not otherwise defined in this Fourth Amendment shall have the respective meanings ascribed to such terms in the Loan Agreement, as amended by this Fourth Amendment.

3. Amendments to Loan Agreement.

(a) The following definitions are hereby added to Section 1.1 of the Loan Agreement:

"Collateral Access Agreement" means an agreement in form and substance reasonably satisfactory to Lender pursuant to which a mortgagee or lessor of real property on which Collateral is stored or otherwise located, or a warehouseman, processor or other bailee of Inventory or other property owned by Borrower, acknowledges the Liens of Lender and waives any Liens held by such Person on such property, and, in the case of any such agreement with a mortgagee or lessor, permits Lender reasonable access to and use of such real property following a Default to assemble, complete and sell any collateral stored or otherwise located thereon.

"Eligible Inventory" means all Inventory of Borrower which meets each of the following requirements:

(a) it is subject to a perfected, first priority Lien in favor of Lender and is not subject to any other assignment, claim or Lien;

- (b) it is salable and not slow-moving, obsolete or discontinued, as determined by Lender in its sole discretion;
- (c) it is in the possession and control of Borrower or of a warehouse with which Borrower has contracted and it is stored and held in facilities owned by Borrower or, if such facilities are not so owned, Lender is in possession of a Collateral Access Agreement with respect to any location where more than five percent (5%) of all Inventory of Borrower is located at any time of determination;
- (d) it is not Inventory produced in violation of the Fair Labor Standards Act and subject to the "hot goods" provisions contained in Title 29 U.S.C. §215;
- (e) it is not subject to any agreement or license which would restrict Lender's ability to sell or otherwise dispose of such Inventory;
- (f) it is located in the United States or in any territory or possession of the United States that has adopted Article 9 of the Uniform Commercial Code;
- (g) it is not "in transit" to Borrower or held by Borrower on consignment;
- (h) it is not fresh produce or "work-in-progress" Inventory except for ingredients with a minimum shelf life of ninety (90) days;
- (i) it is not supply items, customer branded packaging or any other similar materials;
- (j) it is not identified to any purchase order or contract to the extent progress or advance payments are received with respect to such Inventory;
- (k) no negotiable documents (including warehouse receipts) have been issued with respect to such Inventory; and
- (l) it does not breach any of the representations, warranties or covenants pertaining to Inventory set forth in the Financing Agreements.

Notwithstanding the foregoing, Inventory which is at any time Eligible Inventory but which subsequently fails to meet any of the foregoing requirements shall forthwith cease to be Eligible Inventory. A calculation of Eligible Inventory as of the date hereof is set forth on Schedule 1 attached hereto and specifically made a part hereof.

"Inventory Advance Percentage" means forty percent (40%).

- (b) The following definitions under Section 1.1 are hereby restated by deleting the existing definition from Section 1.1 and substituting the following definitions:

"Borrowing Base" means, at any time, an amount equal to the lesser of:

(a) Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000); and

(b) an amount equal to:

(i) up to eighty percent (80%) of the face amount (less discounts, credits and allowances which may be taken by or granted to Account Debtors in connection therewith) of all Eligible Accounts that are set forth in the Schedule of Accounts then most recently delivered by the Borrower to the Lender, which amount shall be reduced by one hundred percent (100%) of the face amount of all payments which the Borrower has received on or in connection with its Eligible Accounts since the date of such Schedule of Accounts;

plus

(ii) the lesser of (A) an amount equal to the Inventory Advance Percentage of the lower of cost or market value of all Eligible Inventory at such time, and (B) \$300,000.

- (c) Section 4 of the Loan Agreement is hereby amended by adding a new Section 4.8, as follows:

4.8 Inventory Reports. Borrower shall, within fifteen (15) days after the end of each month, deliver to Lender a detailed inventory report or summary inventory report, as specified by Lender, certified as accurate by Borrower's treasurer or chief financial officer, and within such time as Lender may specify, such other schedules and reports as Lender may require.

- (d) The Exhibits to the Original Loan Agreement are hereby amended to add Exhibit D – Borrower Trademarks and Exhibit E – Borrower Patents, which Exhibits are attached hereto. Borrower agrees that Exhibits D and E reflect the trademarks and patents included in the General Intangibles in the Original Loan Agreement and will be

recorded by Lender in the United States Patent and Trademark Office.

4. Acceptance of this Fourth Amendment is expressly subject to receipt by Lender of each of the following:

- (a) An executed copy of this Fourth Amendment;
- (b) An executed copy of the Forbearance Agreement;
- (c) A Certificate of Good Standing for the Borrower from the Illinois Secretary of State;
- (d) A certified copy of a Resolution from Borrower authorizing the execution and performance of this Fourth Amendment, the Forbearance Agreement and the and such other documents, instruments and agreements delivered in connection therewith; and
- (e) Such other documents, instruments and agreements as may be required by Lender.

5. Borrower agrees to pay all expenses incurred by Lender with respect to the preparation of this Fourth Amendment the Forbearance Agreement and any documents executed in conjunction herewith.

6. Borrower hereby represents and acknowledges to Lender that it has the power, is duly authorized and has taken all action necessary to execute, deliver and perform its obligations under this Fourth Amendment and all documents related thereto.

7. This Fourth Amendment shall be construed, interpreted and enforced according to the laws of the State of Illinois.


8. BORROWER HEREBY UNCONDITIONALLY RELEASES, REMISES, ACQUITS, WAIVES AND FOREVER DISCHARGES LENDER AND ALL OF LENDER'S PAST AND PRESENT OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, ACCOUNTANT, AUDITORS, REPRESENTATIVES, PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE "LENDER GROUP") OF, FROM AND WITH RESPECT TO ANY AND ALL MANNER OF ACTION AND ACTIONS, CAUSE AND CAUSES OF ACTIONS, SUITS, DISPUTES, PROMISES, REPRESENTATIONS, LIENS JUDGMENTS, CROSS-CLAIMS, COUNTERCLAIMS, AND/OR LIABILITIES, DEFENSES, DEMANDS AND ANY CLAIMS FOR AVOIDANCE OR OTHER REMEDIES WHATSOEVER AVAILABLE TO BORROWER OR ITS SUCCESSORS AND ASSIGNS, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, PAST OR PRESENT, ASSERTED OR UNASSERTED, CONTINGENT OR LIQUIDATED, WHETHER OR NOT WELL-FOUNDED IN FACT OR LAW, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, OR RESULTING FROM ANY ASSIGNMENT, IF ANY, AT LAW OR IN EQUITY (COLLECTIVELY REFERRED

TO AS "CLAIMS") WHICH BORROWER EVER HAD OR NOW HAS OR MAY CLAIM TO HAVE AGAINST THE LENDER GROUP (OR ANY PART THEREOF) FOR OR BY REASON OF ANY CAUSE, MATTER OR THING WHATSOEVER ARISING THROUGH THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS BASED UPON, RELATING TO OR ARISING OUT OF ANY AND ALL TRANSACTIONS, RELATIONSHIPS OR DEALINGS WITH OR LOANS MADE TO BORROWER PRIOR TO THE DATE HEREOF.


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IN WITNESS WHEREOF, this Fourth Amendment to Loan Agreement Fourth Amendment has been duly executed as of the day and year first above written.

GOURMET KITCHENS, INC.

By: 
Its: President

NEW CENTURY BANK

By: 
Its: Executive Vice President

SCHEDULE 1
ELIGIBLE INVENTORY AS OF APRIL 8, 2010
(End of Period 2 Inventory (01-24-10 thru 02-20-10) Overview)

Storage				
CAFETERIA STORAGE		day price	\$	2,981.66
LABELS & SLEEVES		day price		
DRY STORAGE SERIALIZED		day price	\$	102,322.12
DRY STORAGE CANNED (inactive)		day price		
DRY STORAGE FOOD (inactive)		day price	\$	-
DRY STORAGE NON-FOOD		day price	\$	352,142.00 *
LAB		day price	\$	4,496.53
PRODUCE COOLER		day price		
DELI COOLER		day price		
MEAT/POULTRY COOLER		day price		
FREEZER		day price	\$	46,392.38
SPICE		day price	\$	78,233.56
TORTILLA COOLER		day price		
IT Hardware		day price		
OFFICE SUPPLIES		day price	\$	615.32
SUPPLIES		day price		
Raw Materials Facility 2	TOTAL	day price		
Dry Storage Non-Food GKI2		day price	\$	-
Dry Sotrage Food- GKI2		day price	\$	52.40
Bakery-GKI2		day price	\$	20,250.11
Deli-GKI2		day price		
Meat/Poultry- GKI2		day price	\$	-
Spice- GKI3		day price	\$	459.50
Freezer		day price	\$	7.43
Tortilla Cooler-GKI2		day price	\$	-
TOTAL (Storage)	0.00	unit	day price	\$ 587,913.62
Work in Process				
Bread & Bakery Work in Process		price		
Spice Mixes		price		
Deli Work in Process		price		
JTI Inserts		price		
Hot Kitchen Work in Process		price		
Produce Work in Process		price		
TOTAL (Storage)		price		
Finished Goods				
Frozen Warehouse		price		
Frozen Warehouse- GKI 2		price		
Finished Goods (Shipping Cooler)		price		
Employee Meals		price		
TOTAL (Storage)		price		
Miscellaneous Products				
Chemicals	part of supplies	price	\$	-
Lab Coats	part of supplies	price	\$	-
Equipment - Parts		price	\$	219,485.93
Food - Surplus		price	\$	-
Non Food - Surplus		price	\$	-
Labels - Surplus		price	\$	-
TOTAL (Storage)		price		219,485.93
Grand Total			\$	807,399.55

(* Excluding prelabeled lids and cups.

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EXHIBIT D

BORROWER TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
EVERYDAY DELI	78/521,821	3,067,734	11/23/2004	3/14/2004
LAST MINUTE GOURMET	78/191,086	2,778,039	12/4/2002	10/28/2003
EXPRESA LATINA & Design	78/460,586	3,254,118	8/2/2004	6/19/2007
EXPRESA LATINA	78/409,290	3,379,300	4/28/2004	2/5/2008
JUST WAVE IT	78/409,284	3,330,563	4/28/2004	11/6/2007
JUST TOSS IT	78/409,276	3,280,431	4/28/2004	8/14/2007
JUST GRAB IT	77/638,670	3,650,867	12/23/2008	7/7/2009
JUST GRAB IT	77/145,091	3,573,214	3/30/2007	2/10/2009
JUST YUMMY	77/396,248	3,614,619	2/13/2008	5/5/2009
JUST COOK IT	77/934,944	N/A	2/12/2010	N/A
JUST BAKE IT	77/145,613	N/A	3/31/2007	N/A
RSVP	77/888,923	N/A	12/8/2009	N/A
JUST TOP IT	77/145,616	3,531,742	3/31/2007	11/11/2008
JUST SAUCE IT	77/145,615	3,531,741	3/31/2007	11/11/2008
JUST GRILL IT	78/409,281	3,330,562	4/28/2004	11/6/2007
SLIM GOURMET	78/837,788	N/A	3/15/2006	N/A
Design of Man	78/458,280	2,957,359	7/28/2004	5/31/2005
GOURMET KITCHENS, INC.	77/161,889	3,439,308	4/20/2007	6/3/2008
GKI	77/619,944	3,355,930	4/20/2007	12/18/2007
GKI & Design	77/161,936	3,355,929	4/20/2007	12/18/2007
EVERYDAY DELI & Design	78/521,846	3,065,472	11/23/2004	3/7/2006
LAST MINUTE GOURMET	78/458,264	2,997,934	7/28/2004	9/20/2005
TRAVELING FARE	77/704,592	3,751,464	4/1/2009	2/23/2010
SOUPER SIMPLE	N/A	N/A	N/A	N/A
DIPPIN'LICIOUS	N/A	N/A	N/A	N/A
BRINGING OUT THE CHEF IN EVERYONE	N/A	N/A	N/A	N/A

EXHIBIT E
BORROWER PATENTS

<u>Inventor</u>	<u>Serial/Reg. No.</u>	<u>Issue Date</u>
Farzad Shasavarani	D551,091	9/18/2007
Farzad Shasavarani	11/531,543	N/A