

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOURMET EXPRESS, LLC		06/22/2012	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	100 Park Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2977534	HEALTHY SINGLES BY GOURMET CUISINE	
<b>Serial Number:</b>	85657362	GOURMET DINING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-408-3121 x2348		
<b>Email:</b>	JBERG@CSCINFO.COM		
<b>Correspondent Name:</b>	Corporation Service Co.-J.Paterson		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 2:</b>	Suite 430		
<b>Address Line 4:</b>	Suite 430, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	300003 005 -DN		
<b>NAME OF SUBMITTER:</b>	Jody Berg		

CH \$65.00 2977534

Signature:	/Jody Berg/
Date:	08/02/2012
<b>Total Attachments: 7</b> source=08-02-12 Gourmet Express - TM#page1.tif source=08-02-12 Gourmet Express - TM#page2.tif source=08-02-12 Gourmet Express - TM#page3.tif source=08-02-12 Gourmet Express - TM#page4.tif source=08-02-12 Gourmet Express - TM#page5.tif source=08-02-12 Gourmet Express - TM#page6.tif source=08-02-12 Gourmet Express - TM#page7.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 22, 2012, is made by and between Gourmet Express, LLC, a Texas limited liability company having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Lender"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Lender are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lender has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein

described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Credit Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and Company hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Lender shall, at the expense of the Company, execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Lien on and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Gourmet Express, LLC  
600 Greene Drive  
Greenville, KY 42345  
Attn: Mr. Richard Foster

GOURMET EXPRESS, LLC

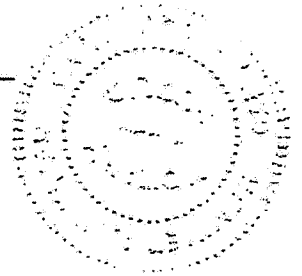
By: [Signature]  
Name: Richard Foster  
Title: Authorized Person

STATE OF MD )  
COUNTY OF AA )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2012, by Richard Foster, an Authorized Person of Gourmet Express, LLC, a Texas limited liability company, on behalf of the company.

[Signature]  
Notary Public

My Commission Expires  
June 26, 2012



Wells Fargo Bank, National Association  
100 Park Avenue, 3rd Floor  
New York, New York 10017  
Attn: Sabato Mutone, Relationship  
Manager

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Eugene McDonough  
Name: Eugene McDonough  
Title: Vice President

STATE OF MA )  
COUNTY OF Suffolk )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2012,  
by Eugene McDonough, a Vice President of Wells Fargo Bank, National Association, on behalf  
of the national association.

Norothy M. Lepore  
Notary Public  
My Commission Expires: 6/20/2014

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None.

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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None.

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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None.

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number Serial Number</u>	<u>Registration Date</u>
HEALTHY SINGLES BY GOURMET CUISINE	2,977,534 76/530,888	7/26/05

APPLICATIONS

<u>Mark</u>	<u>Application Number Serial Number</u>	<u>Application Date</u>
GOURMET DINING	85657362	6/20/12

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.