

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
Eric Carre		08/31/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road, 8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85016487	STEAMSKILLET
Registration Number:	3348601	AMAZING FOOD CREATIONS!
Registration Number:	3339958	AF
Serial Number:	78954480	AF
Registration Number:	3862190	AMAZING FOOD CREATIONS
Serial Number:	78798033	PAPILLOTE
Serial Number:	77927273	STEAM BAKE
Registration Number:	3861786	STEAMAZING! STEAMS PERFECTLY IN THE PAPER POUCH
Serial Number:	77420710	CHEF PAPILLOTE DESSERT
Serial Number:	77420694	CHEF PAPILLOTE ENTREE
Serial Number:	77420684	CHEF PAPILLOTE MEAL
Serial Number:	77420674	CHEF PAPILLOTE DINNER
Serial Number:	77309535	IT'S STEAMAZING!
Serial Number:	77204254	AUTHENTIC CHEF PAPILLOTE ALL NATURAL CREATIONS

OP \$440.00 85016487

Serial Number:	77203049	STEAM PAPILOTTE
Serial Number:	77140235	AFM AMAZING FOOD MANUFACTURING
Registration Number:	3640154	CHEF PAPILOTTE

CORRESPONDENCE DATA

Fax Number: 3128760288
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-876-7184
Email: dlnewman@arnstein.com
Correspondent Name: David L. Newman
Address Line 1: 120 S. Riverside Plaza, Suite 1200
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	32478-0019
NAME OF SUBMITTER:	David L. Newman
Signature:	/David L. Newman/
Date:	09/06/2012

Total Attachments: 17
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Eric Carre

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cole Taylor Bank

Street Address: 9550 W. Higgins

City: Rosemont

State: IL

Country: USA Zip: 60018

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See the attached sheet

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: David L. Newman

Internal Address: ARNSTEIN & LEHR LLP

Street Address: 120 S. Riverside Plaza, Suite 1200

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-7184

Docket Number: 32478-0019

Email Address: dnewman@arnstein.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00

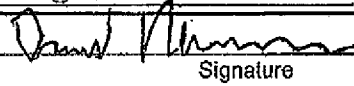
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

September 5, 2012

Date

David L. Newman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

EXHIBIT A

Registered Trademarks

	Serial Number	Reg. Number	Word Mark
1	85016487		STEAMSKILLET
2	78954672	3348601	AMAZING FOOD CREATIONS!
3	78954584	3339958	AF
4	78954480		AF
5	78953567	3862190	AMAZING FOOD CREATIONS
6	78798033		PAPILLOTE
7	77927273		STEAM BAKE
8	77772489	3861786	STEAMAZING! STEAMS PERFECTLY IN THE PAPER POUCH
9	77420710		CHEF PAPILLOTE DESSERT
10	77420694		CHEF PAPILLOTE ENTREE
11	77420684		CHEF PAPILLOTE MEAL
12	77420674		CHEF PAPILLOTE DINNER
13	77309535		IT'S STEAMAZING!
14	77204254		AUTHENTIC CHEF PAPILLOTE ALL NATURAL CREATIONS
15	77203049		STEAM PAPILLOTE
16	77140235		AFM AMAZING FOOD MANUFACTURING
17	77105787	3640154	CHEF PAPILLOTE

**SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF
PATENTS, TRADEMARKS AND TRADENAMES**

THIS SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADE NAMES (this "Agreement") is made and entered into as of the 30th day of August, 2012, by and between ERIC CARRE (together with his heirs, executors, administrators and assigns, "Pledgor"), and COLE TAYLOR BANK, an Illinois state banking corporation, having an office at 9550 West Higgins Road, 8th Floor, Rosemont, Illinois 60018 (together with its successors and assigns, "Lender").

RECITALS:

WHEREAS, the Lender is making revolving loans pursuant to a Credit Agreement dated as of August 20, 2009 between AMAZING FOOD CREATIONS, LLC, an Illinois limited liability company ("AFC") and AMAZING FOOD MANUFACTURING, LLC, an Illinois limited liability company ("AFM") (AFC and AFM collectively and singly herein, together with each entity's respective successors and assigns, "Debtor") and the Lender (as the same may be amended, restated or modified from time to time, the "Credit Agreement") pursuant to which the Lender has agreed on certain terms and subject to certain conditions, to make secured loans to the Debtor; and

WHEREAS, pursuant to the Credit Agreement, the Pledgor executed and delivered to the Lender a Guaranty dated as of August 20, 2009 to and for the benefit of Lender (as the same may be amended, restated or modified from time to time, the "Guaranty"); and

WHEREAS, the Credit Agreement has been amended five (5) times, the most recent amendment being the Fifth Modification to Loan Document dated as of April 15, 2012 (the "Fifth Modification"); and

WHEREAS, in addition to the Credit Agreement and other Loan Documents, the Obligations are currently evidenced by a Second Amended and Restated Revolving Note dated April 15, 2012 in the principal amount of [REDACTED] (the "Revolving Note") as the same may be amended, restated or modified from time to time, and the other Notes as defined in the Fifth Modification (the Revolving Note and the other Notes are referred to collectively herein as the "Notes"); and

WHEREAS, to further secure payment of the Obligations and Pledgor's obligations under the Guaranty (which obligations are and shall continue to be included within the term "Obligations"), the Lender has requested the execution and delivery of a Security Agreement and Collateral Assignment of Patents and Trademarks in the form of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meaning herein which is stated in the Credit Agreement. As used herein, the following terms shall have the meanings indicated:

"Agreement" shall mean this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames, together with any and all amendments, modifications and supplements hereto and any and all exhibits and schedules attached hereto or thereto.

"Business Day" means any day of the year on which Lender is open for regular banking business in Rosemont, Illinois.

"Credit Agreement" shall have the meaning set forth in the Recitals.

"Debtor" shall have the meaning set forth in the Recitals.

"Event of Default" shall mean the occurrence of any one of the following:

- (a) Failure of Debtor to comply with, or to cause any Subsidiary to comply with, any material provision of this Agreement and continuance of such failure for fifteen (15) days after notice thereof from Lender;
- (b) The occurrence of an "Event of Default" (as such term is defined therein) under the Credit Agreement or any other Loan Document.

"Guaranty" shall have the meaning set forth in the Recitals.

"Lender" shall have the meaning set forth in the first paragraph hereof.

"Loan" shall have the meaning set forth in the Recitals.

"Patents" shall have the meaning set forth in Section 2.1(b) hereof.

"Pledgor" shall have the meaning set forth in the first paragraph hereof.

"Trademarks" shall have the meaning set forth in Section 2.1(a) hereof.

2. GRANT OF SECURITY INTEREST.

2.1 Patents and Trademarks. To secure the complete and timely satisfaction of all the Obligations and all obligations under the Guaranty, including, but not limited to all obligations under the Credit Agreement, Notes, Guaranty and other Loan Documents, Pledgor hereby grants, assigns, pledges and conveys to the Lender a continuing security interest in and to all of its now owned, existing or filed and hereafter acquired, arising or filed:

(a) trademarks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifier (registered and unregistered), all registrations and recordings thereof, and applications connected therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represent (collectively, the "Trademarks"); and

(b) patents, all registrations and recordings thereof, inventions therefore and U.S. and foreign applications and documents related thereto, including without limitation, those listed on Exhibit B attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages, payments, claims, now or hereafter due and or payable, or arising with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represent (collectively, the "Patents").

2.2 Restrictions on Future Agreements. Pledgor agrees that, until the Obligations shall have been paid in full, Pledgor shall not, without the Lender's prior written consent (which shall not be unreasonably withheld) enter into any agreement, including, without limitation, a license agreement, which is inconsistent with the obligations of Pledgor under this Agreement; provided, however, that the Pledgor may enter into any such license agreement with the Debtor, any Subsidiary or Affiliate and may enter into license agreements with third parties only in the ordinary course of business.

2.3 New Trademarks and Patents. Pledgor represents and warrants that the Trademarks listed on Exhibit A and the Patents listed on Exhibit B constitute all of the Trademarks and Patents now owned by either the Pledgor or the Debtor which are registered or for which applications have been made. If, before the Obligations shall have been paid in full, Pledgor, Debtor or any Subsidiary shall (i) obtain any new Trademarks or Patents or rights thereto, or (ii) become entitled to the benefit of any Trademark or Patent, Pledgor shall give to the Lender prompt written notice thereof. Pledgor hereby authorizes the Lender to modify this Agreement by amending any or all of Exhibit A or Exhibit B, as applicable, to include any such Trademarks or Patents. In the event that a Subsidiary shall, before the Obligations have been paid in full, (i) obtain any new Trademarks, or rights thereto, or (ii) become entitled to the benefit of any Trademarks and Patents, Pledgor shall cause such Subsidiary to (a) execute a copy of this Agreement as an additional Pledgor and to assign a security interest in and to all of such Trademarks and Patents to Lender, or (b) assign all of its right, title and interest in and to all of such Trademarks and Patents to Pledgor, whereupon such Trademarks and Patents shall be subject to the terms of this Agreement.

2.4 Term. The term of this Agreement and the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Patents subject to a security interest hereunder, or (ii) the irrevocable payment in full of all Obligations and the termination of the Revolving Loan Commitment.

2.5 Use of Patents and Trademarks by Pledgor. Pledgor shall not sell or assign its interest in, or grant any sublicense under the Trademarks and Patents (except as otherwise provided in Section 2.2 and licenses to customers and suppliers in the ordinary course of business), without the prior written consent of the Lender. From and after the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction with laws applicable to the Patents and Trademarks.

2.6 Releases. Upon Irrevocable payment in full of the Obligations, the Lender shall execute and deliver to or at the written direction of Pledgor all assignments, releases and other Instruments as may be necessary or proper to terminate Lender's security interest in the Patents and Trademarks.

2.7 Duties of Pledgor. Pledgor shall (i) use commercially reasonable efforts to prosecute diligently any Trademark and Patent application pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) use commercially reasonable efforts to make application on Trademarks, as appropriate, and (iii) use commercially reasonable efforts to preserve and maintain all rights in the Trademarks and Patents, including payments of maintenance fees; provided, however, that the Pledgor may abandon, discontinue use or otherwise not preserve or protect any Trademark or Patent which is no longer used or useful in the Debtor's business so long as Lender is provided thirty days notice prior to such abandonment discontinued use. Any expenses incurred in connection with such prosecution and/or applications shall be borne by Pledgor.

2.8 No Duties of Lender. Both prior to and after an Event of Default, Lender shall have no duty to and shall not in any manner be responsible for, taking any action to maintain or protect the Patents and Trademarks.

2.9 The Lender's Right to Sue. If Pledgor refuses to bring an action requested by Lender to protect or enforce any of the Patents or Trademarks, Lender shall have the right (at Pledgor's sole cost and expense), but shall in no way be obligated, to bring suit in its or the Debtor's or Pledgor's own name to enforce the Trademarks and Patents and, if the Lender shall commence any such suit, Pledgor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.

2.10 Additional Documents. The Pledgor shall, at its sole cost and expense, execute such additional documents as Lender reasonably believes necessary to enable Lender to perfect its security interest in the Trademarks and Patents and to enable Lender to record this Agreement where such recording is customarily performed to provide perfection or notice of this Agreement.

2.11. Deliveries of Pledgor. Pledgor will deliver to the Lender, upon request of the Lender, evidence that appropriate filings have been made to perfect the security interest granted hereby, including, without limitation, filings with the United States Government Patent and Trademark Office, and any similar domestic or foreign office, department or agency, and in form and substance reasonably satisfactory to the Lender.

3. DEFAULT.

3.1 Remedies. Upon and after the occurrence of an Event of Default:

(a) The Lender, in its sole and absolute discretion, may:

(i) exercise with respect to the Patents and Trademarks any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; and

(ii) sell or otherwise dispose, including, without limitation, by the granting of licenses, of any of the Trademarks and Patents at public or private sale for cash or credit; provided, however, that Pledgor shall be credited with the net proceeds of

such sale or disposition only as and when such proceeds are actually received by the Lender.

(b) Pledgor recognizes that in the event Pledgor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the Lender, and Pledgor agrees that the Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(c) Any notice required to be given by the Lender of a sale, lease, or other disposition of the Trademarks and Patents, or any other intended action by the Lender, deposited in the United States mail, postage prepaid and duly addressed to Pledgor at its address specified in Section 4.6 hereof (or such other address as provided by Pledgor to Lender in writing) not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Pledgor thereof.

(d) The Lender shall have the right from time to time, in its sole and absolute discretion, to take control, in any manner, of any item of payment for or proceeds of the Trademarks or Patents.

(e) The Lender may, if the Lender deems it reasonable, postpone or adjourn any sale of the Trademarks or Patents, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, as the case may be, without being required to give a new notice of sale. Pledgor agrees that the Lender has no obligations to preserve rights against prior parties to the Trademarks and Patents.

(f) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademarks and Patents may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any reasonable amounts payable to the Lender for costs of selling the Trademarks and Patents) in whole or in part by the Lender for the benefit of the Lender against all or any part of the Obligations in such order as the Lender shall elect in its sole discretion. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall be paid over to Pledgor or to whomsoever may be lawfully entitled to receive such surplus, and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation, for which Pledgor remains liable.

(g) Pledgor hereby agrees that the use by Lender of the Trademarks and Patents as authorized hereunder after the occurrence of an Event of Default in connection with the exercise of its remedies shall be without any liability for royalties or other related charges from Lender to Pledgor.

(h) Pledgor further agrees that upon the occurrence of and during an Event of Default, Pledgor shall upon Lender's request deliver to Lender an absolute assignment of Pledgor's rights to and in the Patents and Trademarks in a form and substance reasonably acceptable to Lender.

3.2 Waivers by Debtor. Except as otherwise provided for in this Agreement, Pledgor waives (i) any bond or security which might be required by any court prior to allowing the Lender to exercise any of the Lender's remedies, and the (ii) benefit of all valuation, appraisal and exemption laws.

3.3 Cumulative Remedies. All of the Lender's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by any of the other Loan Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

4. MISCELLANEOUS.

4.1 Waivers. No course of dealing between Pledgor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.2 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4.3 Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2.3 hereof or by a writing signed by the parties hereto.

4.4 Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its heirs, executors, administrators and assigns, and shall inure to the benefit of the Lender, its successors and assigns. Except as otherwise provided herein, the Trademarks subject to a security interest under this Agreement may not be assigned by Pledgor to a third party, except by permission of the Lender (which Lender may withhold in its reasonable discretion), in which event this Agreement shall be binding upon Pledgor's assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4.6 Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered and deemed received as provided in the Credit Agreement.

4.7 Joint and Several. The obligations of Pledgor hereunder shall be joint and several.

4.8 Headings. The section titles and headings in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are for convenience of reference only.

4.9 Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames has been executed as of the date first above written.

PLEDGOR:


Eric Carro

LENDER:

COLE TAYLOR BANK

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames has been executed as of the date first above written.

PLEDGOR:

Eric Carre

LENDER:

COLE TAYLOR BANK

By: Mary Alberts
Printed Name: MARY ALBERTS
Title: SENIOR VICE PRESIDENT

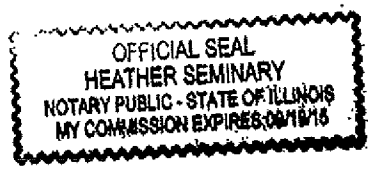
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Heather Seminary, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric Carre, personally known to me to be the pledgee of COLE TAYLOR BANK, an Illinois state banking corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes and the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2012.

Heather Seminary
Notary Public

My commission expires: 09/19/15



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Maritza Rodriguez^{QUEZ}, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marty ALberts, personally known to me to be the SVP of COLE TAYLOR BANK, an Illinois state banking corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes and the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 5 day of ^{September}~~August~~, 2012.

Maritza C. Rodriguez
Notary Public

My commission expires: _____



EXHIBIT A

Registered Trademarks

	Serial Number	Reg. Number	Word Mark
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17	77105787	3640154	CHEF PAPILLOTE

EXHIBIT B

Patents

- 12 -

#10338039v1_ACTIVE - Eric Carr
Security Agreement 8-30-12

TRADEMARK
REEL: 004856 FRAME: 0408

