

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
Scala's Original Beef & Sausage Company, LLC			04/03/2012
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:		Best Chicago Meat Company, LLC	
Street Address:		3550 HOBSON RD	
City:		WOODRIDGE	
State/Country:		ILLINOIS	
Postal Code:		60517	
Entity Type:		LIMITED LIABILITY COMPANY: ILLINOIS	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85261814	SCALA'S ORIGINAL	
Serial Number:	85261769	SCALA'S ORIGINAL	
CORRESPONDENCE DATA			
Fax Number:		3123606547	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:		312-360-6000	
Email:		agoldstein@freebornpeters.com	
Correspondent Name:		Andrew L. Goldstein	
Address Line 1:		311 S. Wacker Dr.	
Address Line 2:		Suite 3000	
Address Line 4:		Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:		28606-0001	
NAME OF SUBMITTER:		Andrew L. Goldstein	

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Signature:	/alg/
Date:	09/07/2012
Total Attachments: 6 source=Scala.Pledge.6.19.120001#page1.tif source=Scala.Pledge.6.19.120001#page2.tif source=Scala.Pledge.6.19.120001#page3.tif source=Scala.Pledge.6.19.120001#page4.tif source=Scala.Pledge.6.19.120001#page5.tif source=Scala.Pledge.6.19.120001#page6.tif	

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT, made as of the 30 day of April, 2012, by and between SCALA'S ORIGINAL BEEF & SAUSAGE COMPANY, LLC, a Delaware limited liability company (the "Debtor"), and BEST CHICAGO MEAT COMPANY, LLC, an Illinois limited liability company (the "Secured Party").

WITNESSETH

WHEREAS, Debtor is currently indebted to Secured Party pursuant to certain loan documents (the "Loan Documents") made by and between the parties;

WHEREAS, as a condition and inducement to Secured Party's continued extension of credit to Debtor, Secured Party has required and the Debtor has agreed and is willing to grant to Secured Party the security interests and to enter into the covenants and agreements hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

I. Definitions. As herein used, the following terms shall have the following meanings:

(a) "Trademarks" means any and all trademarks for "Scala's Original", whether in word or picture form, owned as of the date hereof by the Debtor, including, without limitation, United States Patent and Trademark Organization registered trademarks 85261814 and 85261769.

(b) "Collateral" means any and all Trademarks and Intellectual Property.

(c) "Intellectual Property" means any and all intellectual property of the Debtor (other than the Trademarks), including, without limitation, any and all food recipes and formulas, designs, logos, copyrights, patents and other proprietary materials.

(d) "Obligations" means all indebtedness, liabilities and obligations from time to time owing by Debtor to Secured Party, whether now existing or hereafter created, existing or arising, under the Loan Documents, and all extensions and renewals thereof and substitutions and replacements for any instruments, agreements or documents evidencing the same, whether in respect of loans, credit, credit sales, invoices, accounts, open accounts, statements, negotiable instruments, and whether evidenced by negotiable or non-negotiable instruments, notes, bonds, guaranties, deeds of trust, mortgages, agreements (including without limitation this Agreement) or any other writing of any

kind, type or description, and any and all other liabilities of Debtor to Secured Party, whether direct or indirect, primary or secondary, absolute, conditional or contingent, due or to become due, now existing or hereafter arising.

(c) "Proceeds" means all existing and future substitutions, replacements, additions, accessions, proceeds, and products to or of the Collateral or any portion thereof, including, without limitation, proceeds of insurance covering any of the Collateral or intangible property resulting from the sale, exchange, or other disposition of the Collateral or any portion thereof or interest therein, and the proceeds thereof all cash and non-cash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

2. Grant of Security Interest. In order to secure the prompt payment, performance, fulfillment and satisfaction of the Obligations, Debtor hereby assigns, pledges, hypothecates, and sets over to Secured Party and grants to Secured Party a security interest in all of the Collateral.

3. Care of Collateral. Secured Party shall have no duty of care with respect to the Collateral, except that Secured Party shall exercise reasonable care with respect to the Collateral in its custody, but shall be deemed to have exercised reasonable care if such property is accorded treatment substantially equal to that which Secured Party accords its own property or if Secured Party takes such action with respect to the Collateral as Debtor shall request in writing, but no failure to comply with any such request or omission to do any such act requested by Debtor shall be deemed a failure to exercise reasonable care, nor shall Secured Party's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to Collateral in its custody.

4. Set-Off and Recoupment. In addition to the rights and security interest elsewhere herein set forth, Secured Party may, at its option, at any time or times after the occurrence of an Event of Default, and with or without notice to Debtor, set off and/or recoup, in whole or in part, the amount owing on any one or more of the Obligations, whether or not then due, against the amount owing, if any, by Secured Party to Debtor, whether or not then due, or any part thereof. For purposes of recoupment, it is agreed that all business dealings between Secured Party and Debtor shall be deemed to arise from the same transaction.

5. Representations, Warranties and Covenants. Debtor hereby represents and warrants to and covenants with Secured Party as follows:

(a) Debtor is and at all times will be the owner of the Collateral, having good title thereto free and clear of any lien, claim, charge or encumbrance of any kind, other than (i) the security interest hereby granted in favor of Secured Party, (ii) security interests that are subject and subordinate to the security interest granted herein, (iii) any security interest or lien expressly approved by Secured Party.

("Permitted Liens"), and any security interest maintained by Debtor's bank as identified in Attachment A.

(b) Debtor shall not sell, assign, pledge, transfer, mortgage or otherwise hypothecate the Collateral, or any interest therein, nor permit or suffer to exist any levy, judicial seizure, attachment, garnishment, lien or security interest thereof or thereon without the prior written consent of Secured Party. Debtor shall defend the Collateral against the claims of any and all persons which may be adverse to that of Secured Party.

(c) Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the corporate power and legal authority to execute and perform this Agreement, to own its property and to carry on its business as now being conducted.

6. Affirmative Covenants. Debtor covenants and agrees that from the date hereof and until payment in full of the principal and interest on all of the Obligations, unless Secured Party shall otherwise consent in writing, Debtor will:

(a) Comply in all material respects with all statutes, government regulations and material contracts and pay promptly when due all taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations, which, if unpaid, might become a lien against the property of Debtor, except liabilities being contested in good faith by appropriate proceedings wherein the enforcement of such lien is stayed pending appeal and against which Debtor has set up reserves in accordance with generally accepted accounting principles.

(b) Maintain its corporate existence, maintain all licenses, permits and authorizations necessary for the operation of its business, and maintain its properties in good operating condition.

7. Events of Default. Debtor shall be in default under this Agreement if any of the following events ("Events of Default") shall occur: Debtor is in default under the Loan Documents, except that no Event of Default shall occur under this Agreement during the sixty (60) day period immediately following the date hereof.

8. Rights and Remedies Upon Default. Upon the occurrence of any Event of Default and at any time thereafter, Secured Party may declare all of the Obligations to be immediately due and payable without presentment, protest, notice, or demand and may proceed immediately to collect, receive, receipt for, settle, compromise, adjust, sue for, foreclose or otherwise realize upon the Collateral, without the need to institute suit, make demand, exhaust its remedies, or otherwise proceed to enforce its rights. In so proceeding, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest or the rights and remedies

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of the Secured Party are governed by a jurisdiction other than the State of Illinois, the Secured Party shall have all the rights and remedies of a secured party against a debtor in default under the Uniform Commercial Code of the State of Illinois. Subject to compliance by the Secured Party with any applicable mandatory legal requirements, Debtor agrees that Secured Party may be a purchaser at any public or private sale. Notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made, shall be deemed reasonable if such notice is given not less than ten (10) days before the time of such sale or disposition. Debtor shall pay Secured Party within five (5) days of written demand therefor any and all costs and expenses, including without limitation reasonable attorney's fees, incurred or paid by Secured Party in seeking to protect, maintain, or preserve the Collateral or to enforce the Obligations and other rights of Secured Party hereunder, including without limitation its right to take possession of and liquidate the Collateral. All such costs and expenses shall be due and considered part of the Obligations whether or not litigation is commenced. Any proceeds received upon disposition of the Collateral may be applied by Secured Party to the payment of such costs and expenses and of principal and interest, in such order of application as Secured Party may from time to time elect. Debtor, to the extent that it has any right, title or interest in any of the Collateral, waives and releases any right to require Secured Party to collect any of the Obligations from any particular Collateral or other security under any theory of marshaling of assets, or otherwise, and specifically authorizes Secured Party to apply any interest against any of the Obligations in any manner that Secured Party may determine. Any balance of proceeds received from the disposition of the Collateral after the payment in full of the Obligations, including costs and expenses, shall be delivered to Debtor or other party legally entitled thereto.

9. Continuing Security Interest. Any and all of Secured Party's rights with respect to the security interests hereunder shall continue unimpaired, and Debtor shall be and remain obligated in accordance with the terms hereof, notwithstanding the release or substitution of any Collateral at any time or of any rights or interests therein, or any delay, extension of time, renewal, compromise or other indulgence granted by Secured Party in reference to any of the Obligations, Debtor hereby waiving all notice of any such delay, extension, release, substitution, renewal, compromise or other indulgence, and hereby consenting to be bound thereby as fully and effectively as if Debtor had expressly agreed thereto in advance.

10. No Waiver. No delay on Secured Party's part in exercising any power of sale, option or other right hereunder, and no notice or demand which may be given to or made upon Debtor by Secured Party, shall constitute a waiver thereof, or limit or impair Secured Party's right to take any action or to exercise any other power of sale, option or any other right hereunder, without notice or demand, or prejudice Secured Party's rights as against Debtor in any respect.

11. Further Action. Debtor agrees to take such further actions and execute and deliver, or cause to be executed and delivered, such documents and

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instruments (including, without limitation, the execution and delivery of appropriate landlord waivers, mortgagee waivers and financing statements with respect to the Collateral and additions thereto or substitutions therefor), as Secured Party requests which may be necessary to create, confirm, validate, preserve, protect, perfect or enforce the security interests granted hereby or to enable Secured Party to exercise and enforce any of its rights hereunder. Debtor shall pay all filing and release fees, taxes and stamps with respect to any filing to perfect Secured Party's interest in the Collateral.

12. Financing Statements. Debtor shall execute and file such UCC financing statements as Secured Party may request, and Secured Party is authorized, at its option and to the extent lawful, to file UCC financing statements or amendments thereto without the signature of Debtor with respect to any of the Collateral. Debtor agrees to reimburse Secured Party for the expense of any such filing. To the extent lawful, Debtor appoints Secured Party as its attorney-in-fact (without requiring Secured Party to act as such) to execute any financing statement in the name of Debtor and to perform all other acts that Secured Party deems appropriate to create, perfect, protect, preserve and enforce its security interests in, and to protect and preserve, the Collateral.

13. Miscellaneous Provisions.

(a) No Waiver of Rights. No failure or delay on the part of Secured Party to exercise any rights hereunder shall operate as a waiver of such right, nor shall any single or partial exercise by Secured Party of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Each and every right granted to Secured Party hereunder, or under any other document delivered hereunder or in connection with the Obligations, or allowed to Secured Party at law or in equity, shall be deemed cumulative and may be exercised from time to time.

(b) Notices. All communications and notices provided for hereunder shall be in writing and addressed to each party as provided in the Loan Documents.

(c) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of Illinois except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest or the rights and remedies under this Agreement are governed by the laws of a jurisdiction other than the State of Illinois.

(d) Amendments. This Agreement may not be modified, amended, or otherwise altered except by written agreement executed by Debtor and Secured Party.

(e) Financing Statement. Any carbon, photographic or other reproduction of this Agreement or any financing statement filed in connection herewith shall be effective and may be filed as a financing statement.

(d) Amendments. This Agreement may not be modified, amended, or otherwise altered except by written agreement executed by Debtor and Secured Party.

(e) Financing Statement. Any carbon, photographic or other reproduction of this Agreement or any financing statement filed in connection herewith shall be effective and may be filed as a financing statement.

(f) Binding on Successors. This Agreement shall be binding upon Debtor and its successors, and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

(g) Time is of Essence. Time is of the essence with respect to all of the terms of this Agreement.

(h) Severability. In the event any provision contained in the Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed by each of them under seal as of the day and year first above written.

BEST CHICAGO MEAT COMPANY, LLC

By: David L. Van Kampen
Its Manager

SCALA'S ORIGINAL BEEF & SAUSAGE COMPANY, LLC, a Delaware limited liability company

By: Peter Harrison
Peter Harrison, Manager

By: Joseph Ziccardi
Joseph Ziccardi, Trustee, Manager

By: _____
Susan Agins, Manager