

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRANSFER STATEMENT UNDER UNIFORM COMMERCIAL CODE SECTION 9-619.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amazing Food Creations, LLC by secured party Cole Taylor Bank		11/15/2012	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	ProVita Cuisine, LLC
<b>Street Address:</b>	2859 Paces Ferry Road, Suite 1170
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	85016487	STEAMSKILLET
Serial Number:	78954672	AMAZING FOOD CREATIONS!
Serial Number:	78954584	AF
Serial Number:	78954480	AF
Serial Number:	78953567	AMAZING FOOD CREATIONS
Serial Number:	78798033	PAPILLOTE
Serial Number:	77927273	STEAM BAKE
Serial Number:	77772489	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!

OP \$440.00 85016487

Serial Number:	77204254	AUTHENTIC CHEF PAPILOTTE ALL NATURAL CREATIONS
Serial Number:	77203049	STEAM PAPILOTTE
Serial Number:	77140235	AFM AMAZING FOOD MANUFACTURING
Serial Number:	77105787	CHEF PAPILOTTE

**CORRESPONDENCE DATA**

Fax Number: 6786082791

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (678) 608-2792

Email: amring@ringfirm.com

Correspondent Name: Anne Marie H. Ring

Address Line 1: 2859 Paces Ferry Road Suite 1170

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:

PROVITA

NAME OF SUBMITTER:

Anne Marie H. Ring

Signature:

/A.M. Ring/

Date:

12/19/2012

**Total Attachments: 4**

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**SECURED PARTY BILL OF SALE  
AND TRANSFER STATEMENT**

FOR VALUE RECEIVED, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COLE TAYLOR BANK ("Secured Party"), hereby sells, transfers, and quit claims to PROVITA CUISINE, LLC, an Illinois limited liability company (the "Designee"), all right, title and interest of Secured Party and AMAZING FOOD TECHNOLOGIES, LLC and AMAZING FOOD CREATIONS, LLC (collectively, the "Debtor"), in and to the assets specifically listed on **Exhibit A** attached hereto and owned by the Debtor (collectively, the "Sale Property") free and clear of the Secured Party's liens, claims and encumbrances, by and pursuant to that certain UCC ASSET SALE AGREEMENT dated February 14, 2012 (the "Purchase Agreement").

**TO HAVE AND TO HOLD** unto the Buyer and its assigns forever.

This Secured Party Bill of Sale and Transfer Statement has been issued following a public sale held pursuant to Section 9-610 of the Uniform Commercial Code of the State of Illinois (the "Illinois UCC") and is intended to constitute a Transfer Statement within the meaning of Section 9-619 of the Illinois UCC. Pursuant to Section 9-619 of the UCC, the Secured Party hereby states that (i) the Debtor has defaulted in connection with obligations secured by the above-referenced Sale Property, (ii) the Secured Party has exercised its post-default remedies with respect to the Sale Property, (iii) by reason of the exercise, the Designee has acquired the rights of the Debtor in the Sale Property, and (iv) the name and mailing address of the Secured Party, the Debtor and the Designee are as follows:

Secured Party:

Cole Taylor Bank  
9550 W. Higgins Road  
Rosemont, IL 60018  
Attention: Legal Department

Debtor:

Amazing Food Technologies, LLC  
2095 Hammond Drive  
Schaumburg, IL 60173-3809  
Attention: President

Designee:

ProVita Cuisine, LLC  
2859 Paces Ferry Road, Suite 1170  
Atlanta, GA 30339  
Attention: President

Except for the representations set forth in Article III of the Purchase Agreement, this Secured Party Bill of Sale and Transfer Statement is made without any warranties whatsoever, the Sale Property is being sold on an "AS IS, WHERE IS" BASIS AND WITHOUT RECOURSE, REPRESENTATIONS, OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (EXPRESS OR IMPLIED), INCLUDING WITHOUT LIMITATION, ANY

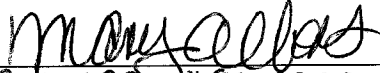
REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Secured Party Bill of Sale and Transfer Statement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

DATED: November 15, 2012.

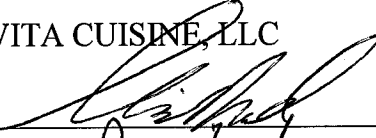
SECURED PARTY:

COLE TAYLOR BANK

By:   
Its: SENIOR VICE PRESIDENT

ACCEPTED BY DESIGNEE:

PROVITA CUISINE, LLC

By:   
Its: President

## EXHIBIT A

1. Tangible Personal Property. All furniture, fixtures, appliances, equipment, supplies, inventories (“**Inventory**”), shelving, computers, computer software (subject to license agreements for such software), the books, records and manuals related to any Acquired Asset, mailing lists, customer lists, fixed assets, and all files, records, and all data relating to the Business in whatever form located at 2095 Hammond Drive, Schaumburg, IL 60173 (the “**Premises**”) and utilized in connection with the operation of the Business as of the date of this Agreement as listed on the Schedule of Tangible Personal Property which is attached hereto as Schedule 1.2.1;

2. Intangible Property. Intangibles related to the Business which may be owned by Companies or in which Companies may have an interest, including, without limitation, all trademarks, symbols, logos, registered marks, trade names, patents (current and expired), patent rights, copyrights, service marks, service names, recipes, brand names, domain names (whether registered or not), artwork, websites, URLs, royalties, slogans, designs, technical know-how, sales techniques, methods, procedures, and all applications and renewal rights for, and all other rights associated with, all the foregoing, as listed on the Schedule of Intangible Property attached hereto as Schedule 1.2.2.

3. Accounts Receivable. All accounts receivable of Companies arising before, on or after the Closing Date (the “**Accounts Receivable**”).

4. Contracts and Contract Interests. To the extent assignable, unless rejected by Purchaser at the Closing, all of the Bank’s rights, interests, claims, actual and potential causes of action under those contracts material to the operation of the Business, as set forth on the Schedule of Contracts and Contract Interests attached hereto as Schedule 1.2.4 hereto (the “**Assumed Contracts**”).

5. Warranties. All warranties on the Acquired Assets being purchased hereunder to the extent assignable.

6. Amazing’s Telephone Number. To the extent transferrable, the telephone number(s) of each of the Companies, and any fax number(s), e-mail and web-site addresses for each of the Companies, including, but not limited to, those set forth on Schedule 1.2.6.

Schedule 1.2.1

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	STEAMBAKE
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