

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
Fresh Food Concepts, Inc.		01/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COLE TAYLOR BANK
Street Address:	9550 W Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85533172	SASSI FRESH
Serial Number:	85533177	SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER
Serial Number:	73730566	RIO DE ORO
Serial Number:	73729896	ROJO'S
Serial Number:	75420806	SEÑOR FELIX'S

CORRESPONDENCE DATA

Fax Number: 3145528323
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-259-2000
 Email: susan.murphy@bryancave.com
 Correspondent Name: BRYAN CAVE LLP
 Address Line 1: 211 North Broadway, Suite 3600
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0344965	TRADEMARK
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CH \$140.00 85533172

NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	01/22/2013
Total Attachments: 7 source=Grant of Security Interest in Trademarks and Patents#page1.tif source=Grant of Security Interest in Trademarks and Patents#page2.tif source=Grant of Security Interest in Trademarks and Patents#page3.tif source=Grant of Security Interest in Trademarks and Patents#page4.tif source=Grant of Security Interest in Trademarks and Patents#page5.tif source=Grant of Security Interest in Trademarks and Patents#page6.tif source=Grant of Security Interest in Trademarks and Patents#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Fresh Food Concepts, Inc., a Delaware corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith as set forth on Schedule A attached hereto; and

WHEREAS, Cole Taylor Bank, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of January 18, 2013, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto together with (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of the Credit Agreement and this Grant of Security Interest, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, the liens and security interests granted to Grantee pursuant to this Grant of Security Interest and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of that certain Intercreditor and Subordination Agreement, dated January 18, 2013, among FFC Holdings, LLC, Grantor, Westbury Investment Partners SBIC, LP, Centerfield Capital Partners II, L.P. and Grantee.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of the date of the Credit Agreement.

GRANTOR:

FRESH FOOD CONCEPTS, INC.,
a Delaware corporation

By: DALE TABOR
Name: DALE TABOR
Title: President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

STATE OF California
COUNTY OF Orange

On this 16th day of January, 2013 before me personally came Nate Jabour, to me known, who, being by me duly sworn did depose and say that he is the President of Fresh Food Concepts, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cristy L. Hicks Koster
Notary Public

My Commission Expires: April 22, 2013



STATE OF _____)
COUNTY OF _____)

On this ___ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____


IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of the date of the Credit Agreement.

GRANTOR:
FRESH FOOD CONCEPTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Name: Ellen T. Cook
Title: Group Senior Vice President

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Fresh Food Concepts, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

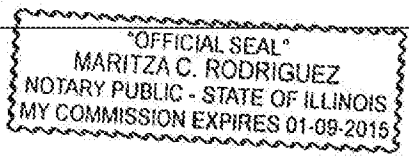
STATE OF Illinois)
)
COUNTY OF Cook)

On this 16 day of January, 2013, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that she is a Group Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she signed her name thereto by like order.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maritza C. Rodriguez
Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Mark	Country	Serial Number Filing Date	Reg. Number Reg. Date	Owner	Status
SASSI FRESH	Canada	1588413 8/1/2013		Fresh Food Concepts, Inc.	Pending
SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER and Design 	Canada	1588482 8/1/2012		Fresh Food Concepts, Inc.	Pending
SASSI FRESH	U.S.	85/533172 2/3/2012		Fresh Food Concepts, Inc.	Pending Intent to Use
SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER and Design 	U.S.	85/533177 2/3/2012		Fresh Food Concepts, Inc.	Pending Intent to Use
RIO DE ORO	U.S.	73/730566 5/24/1988	1553101 8/22/8199	Fresh Food Concepts, Inc.	Registered
ROJO'S	U.S.	73/729896 5/23/1988	1554894 9/5/1989	Fresh Food Concepts, Inc.	Registered
SEÑOR FELIX'S	U.S.	75/420806 1/21/1998	2205865 11/24/1998	Fresh Food Concepts, Inc.	CANCELLED 7/3/2012

Mark	Country	Serial Number Filing Date	Reg. Number Reg. Date	Owner	Status
SEÑOR FELIX'S FRESH MEXICAN SALSA	State of California		75783 1/14/1985	Senor Felix's Gourmet Mexican Food, Inc.	EXPIRED 1/14/1995
Design Only	State of California		88183 7/18/1988	Chilay Foods, Inc.	
SEÑOR FELIX'S	Mexico		597371 1/13/1999	Senor Felix's Gourmet Mexican Food, Inc.	
SEÑOR FELIX'S	Mexico		597372 1/13/1999	Senor Felix's Gourmet Mexican Food, Inc.	