

02/05/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103654942

To the Director of the U. S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies):

Wise Company, Inc.
3676 West California Avenue, Suite B-100
Salt Lake City, Utah 84104

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) 01/31/2013

- ☐ 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: Deerpath Funding, LP

Street Address: 405 Lexington Avenue, 71st Floor

City: New York

State: NY

Country: USA Zip: 10174

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☒ Limited Partnership Citizenship Delaware
☐ Corporation Citizenship _____
☐ Other _____ 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) _____

4141506

Additional sheet(s) attached? ☐ Yes ☒ No

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

TRADE W MARK · WISE COMPANY QUALITY PREPARED MEALS

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

Name: Gabriel M. Loperena, Esq.

Internal Address: Porter Hedges LLP

Street Address: 1000 Main Street, 36th Floor

City: Houston

State: TX Zip: 77002

Phone Number: (713) 226-6708

Docket Number: 010997-0050

Email Address: gloperena@porterhedges.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

02/06/2013 AMULLINS 00000000 4141506

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40.00 00

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Gabriel M. Loperena, Esq.

Name of Person Signing

1/3/2013

Date

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

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 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004967 FRAME: 0278

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2013 (the "**Agreement**"), by and between WISE COMPANY, INC., a Utah corporation ("**Debtor**"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("**Deerpath**"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time that are parties thereto (collectively with Debtor, the "**Borrowers**"), Secured Party and the lenders from time to time that are parties thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents and patent applications to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks and trademark applications to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, promptly execute and deliver to Debtor within ten (10) days all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

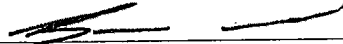
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

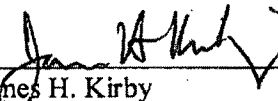
WISE COMPANY, INC.
a Utah corporation

By: 
Name: Brian D. NeVille
Title: Chief Executive Officer, President

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: 
Name: James H. Kirby
Title: President

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004967 FRAME: 0282

Schedule 1
to
Patent and Trademark Security Agreement

Patents

None

***Registered Trademarks, Material Unregistered Trademarks, and
Applications for Registration of Trademarks***

- TRADE W MARK - WISE COMPANY QUALITY PREPARED MEALS

Filing Date: June 15, 2011

Registration Number: 4141506

Registration Date: May 15, 2012

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]