

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Guckenheimer Services, LLC		02/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Prudential Insurance Company of America, as Collateral Agent
<b>Street Address:</b>	1170 Peachtree Street, Suite 500
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30309
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2362392	GUCKENHEIMER
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL
Registration Number:	2379729	WHATEVER IT TAKES
Registration Number:	2438182	GUCKENHEIMER G
Registration Number:	3010690	G
Registration Number:	3338852	HEALTH, NUTRITION AND THE ENVIRONMENT
Registration Number:	4083322	NOURISHING INSPIRATION
Registration Number:	4084066	G
Registration Number:	4084067	GUCKENHEIMER
Registration Number:	4201893	FOOD TO COME TO WORK FOR
Registration Number:	4267988	THE BLUE GLASS CAFE
Registration Number:	4267989	THE BLUE GLASS CAFE

**CORRESPONDENCE DATA**

**900248631**

**TRADEMARK  
 REEL: 004975 FRAME: 0091**

**CH \$315.00 2362392**

Fax Number: 4045725135

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

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02176-015131
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	03/05/2013

**Total Attachments: 3**

source=Trademark Notice 1#page1.tif

source=Trademark Notice 1#page2.tif

source=Trademark Notice 1#page3.tif

**NOTICE OF GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

United States Patent and Trademark Office  
Ladies and Gentlemen:


Please be advised that pursuant to (a) a Sixth Amended and Restated Securities Purchase and Revolving Credit Agreement, dated as of January 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Note Agreement**"), by and between Guckenheimer Services, LLC, a Delaware limited liability company (the "**Company**"), Guckenheimer Enterprises, Inc., a Delaware corporation ("**GEI**") and Guckenheimer Holdings, LLC, a Delaware limited liability company, on the one hand, and the "**Purchasers**" named therein, on the other hand, and (b) the related Amended and Restated Security Agreement, dated as of February 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), made by the Company, the undersigned "**Grantor**" and each of the other affiliates and subsidiaries of GEI identified as "**Grantors**" therein in favor of The Prudential Insurance Company of America, in its capacity as collateral agent on behalf of itself and the "**Secured Parties**" identified therein (together with its successors and assigns in such capacity, the "**Collateral Agent**"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks, trademark applications, patents, patent applications, copyrights and copyright applications, each of which is described on **Schedule I** attached hereto, in favor of the Collateral Agent.

The undersigned Grantor hereby acknowledge and agree that the security interest in the foregoing intellectual property (i) may only be terminated in accordance with the terms of the Note Agreement and the Security Agreement and (ii) is not to be construed as an assignment of any intellectual property.

Very truly yours,

**GRANTOR:**

**GUCKENHEIMER SERVICES, LLC,**  
a Delaware limited liability company

By:   
Joe Alouf, President and Chief Financial Officer



SCHEDULE I

GUCKENHEIMER SERVICES, LLC

Trademarks:

Mark	Application/ Registration No.	Application/ Registration Date
GUCKENHEIMER	2362392	June 27, 2000
WE DO A COMMON THING UNCOMMONLY WELL	2375511	August 8, 2000
WHATEVER IT TAKES	2379729	August 22, 2000
GUCKENHEIMER G	2438182	March 27, 2001
G	3010690	November 1, 2005
HEALTH, NUTRITION AND THE ENVIRONMENT	3338852	November 20, 2007
Nourishing Inspiration	4083322	1/10/2012
'G' STEAM BOWL (DESIGN MARK)	4084066	1/10/2012
'GUCKENHEIMER" STEAM BOWL (DESIGN MARK)	4084067	1/10/2012
FOOD TO COME TO WORK FOR	4201893	9/4/2012
THE BLUE GLASS CAFE	4267988	1/1/2013
THE BLUE GLASS CAFE	4267989	01/01/2013