

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MS 601, LLC		03/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Guggenheim Corporate Funding, LLC, as Administrative Agent
Street Address:	330 Madison Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	4091195	MELT SHOP GRILLED CHEESE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	7044448847
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-548-2100
Email:	ksaltrick@mcguirewoods.com
Correspondent Name:	McGuireWoods LLP
Address Line 1:	1345 Avenue of the Americas
Address Line 2:	Attention: Emily Iverson, Esq.
Address Line 4:	New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	2057502-0030/IVERSON
NAME OF SUBMITTER:	Emily Iverson, Esq./McGuireWoods LLP

OP \$40.00 4091195

Signature:	/Emily Iverson/
Date:	03/25/2013
<b>Total Attachments: 6</b> source=USPTO Coversheet - Trademarks - MS 601, LLC#page1.tif source=USPTO Coversheet - Trademarks - MS 601, LLC#page2.tif source=USPTO Coversheet - Trademarks - MS 601, LLC#page3.tif source=USPTO Coversheet - Trademarks - MS 601, LLC#page4.tif source=USPTO Coversheet - Trademarks - MS 601, LLC#page5.tif source=USPTO Coversheet - Trademarks - MS 601, LLC#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**(Trademarks)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 22, 2013 (this "Agreement"), is executed and delivered by MS 601, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of GUGGENHEIM CORPORATE FUNDING, LLC, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties. Capitalized terms used and not defined in this Agreement have the meanings provided in the Guarantee, Pledge and Security Agreement referred to below.

**PRELIMINARY STATEMENTS:** In order to obtain the benefits described in the Guarantee, Pledge and Security Agreement dated as of March 22, 2013 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee, Pledge and Security Agreement"), among the Grantor, each other Guarantor and the Administrative Agent, the Grantor has (a) granted to the Administrative Agent a security interest in substantially all of the Grantor's property, including, without limitation, the Collateral referred to below and (b) agreed to execute and deliver this Agreement in respect of its Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises, the Grantor agrees as follows:

1. **Grant of Security.** The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by the Grantor under this Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Loan Document.** This Agreement has been entered into in conjunction with the provisions of the Guarantee, Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee, Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. This Agreement is one of the Loan Documents referred to in the Loan Agreement and may not be amended, waived or otherwise modified, unless any such amendment, waiver or other modification is in writing and acknowledged by the Administrative Agent pursuant to Section 9.1 of the Loan Agreement.

6. **Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to the Administrative Agent by their duly authorized officers as of the day and year first above written.

**MS 601, LLC**

By: 

Name: Spencer Rubin  
Title: Manager

**GUGGENHEIM CORPORATE FUNDING,  
LLC, as Administrative Agent**

By: \_\_\_\_\_

Name:  
Title:

Signature Page  
Trademark Security Agreement

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**TRADEMARK**  
**REEL: 004989 FRAME: 0384**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to the Administrative Agent by their duly authorized officers as of the day and year first above written.

**MS 601, LLC**

By: \_\_\_\_\_

Name: Spencer Rubin

Title: Manager

**GUGGENHEIM CORPORATE FUNDING,  
LLC, as Administrative Agent**

By: \_\_\_\_\_ 

Name:

Title:

**William Hagner  
Senior Managing Director**

Signature Page  
Trademark Security Agreement

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**TRADEMARK  
REEL: 004989 FRAME: 0385**

*Schedule A  
to  
Intellectual Property Security Agreement*

**TRADEMARKS**

Grantor	Mark	Reg. Date	Reg. No.
MS 601, LLC	Melt Shop Grilled Cheese	January 24, 2012	4,091,195