

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A'Viands, LLC		04/15/2013	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	CIT Finance LLC, as Collateral Agent		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3494576	NEWTON THE NUTRITION NUT	
Registration Number:	3143102	A'VIANDS FOOD & SERVICES MANAGEMENT	
Registration Number:	4217605	A'VIANDS	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent and Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1408589-0008		

900252474

TRADEMARK
 REEL: 005010 FRAME: 0777

OP \$90.00 3494576

NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	04/15/2013
Total Attachments: 4 source=Project Gourmet - A_viands TM grant - 145853#page1.tif source=Project Gourmet - A_viands TM grant - 145853#page2.tif source=Project Gourmet - A_viands TM grant - 145853#page3.tif source=Project Gourmet - A_viands TM grant - 145853#page4.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

(AP)

limited liability company

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, A'VIANDS, LLC, a Minnesota ~~corporation~~ (the "Grantor") with principal offices at 1751 West County Road B, Suite 300, Roseville, Minnesota 55113, hereby grants to CIT FINANCE LLC, as Collateral Agent, a Delaware limited liability company with offices at 1 CIT Drive, Livingston, New Jersey 07039, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT, dated April 15, 2013, is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 15, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

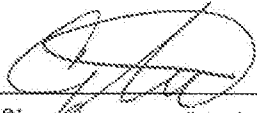
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

A'VIANDS, LLC, as Grantor

By 
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

CIT FINANCE LLC,
as Collateral Agent and Grantee

By 
Name: *CHRISTOPHER TOOLE*
Title: *AUTHORIZED SIGNATORY*

Signature page to Project Gourmet Trademark Security Agreement

TRADEMARK
REEL: 005010 FRAME: 0781

Schedule A

Trademarks

Mark	Reg. No./(App. No.)	Reg. Date/(App. Date)
NEWTON THE NUTRITION NUT	3494576	09/02/2008
A'VIANDS FOOD & SERVICES MANAGEMENT	3143102	09/12/2006
A'VIANDS	4217605	10/02/2012